


DW 96957583

Jeff Marsala

DW 96957583-01-0

Page 1

 <p>United States Environmental Protection Agency Washington, DC 20460</p> <p>Interagency Agreement</p> <p>Part 1 - General Information</p>	1. EPA IAG Identification Number DW-96-95758301 - 0	4. Funding Location by Region EPA R10							
	2. Other Agency IAG ID Number EPA ID: WAD98072839	5. Program Office Abbreviation Region 10 07 APR - 4 AM 11 RECEIVED GRANTS UNIT S/F							
	3. Type of Action New								
6. Name and Address of EPA Organization US Environmental Protection Agency Office of Environmental Cleanup 1200 Sixth Avenue Seattle, WA 98101 DUNS: 029128894	7. Name and Address of Other Agency Corps of Engineers-Omaha District HTRW CX 12565 West Center Road Omaha, NE 68144-3869 DUNS: DOD966503								
8. Project Title and Description East Waterway Operable Unit Supplemental Remedial Investigation and Feasibility Study (RI/FS). (Harbor Island, WA) To conduct a final remedial investigation and feasibility study (RI/FS) on an active waterway where ongoing maintenance dredging and shoreline structural repair is required. (WAD 980722839)									
9. EPA Project Officer (Name, Address, Phone Number) Ravi Sanga 1200 Sixth Avenue, ECL-111 Seattle, WA 98101 206-553-4092	10. Other Agency Project Officer (Name, Address, Phone Number) Marvene Seaman 12565 West Center Road Omaha, NE 68144-3869 402-697-2425								
11. Project Period 03/01/2007 to 02/29/2012	12. Budget Period 03/01/2007 to 02/29/2012								
13. Scope of Work See attachment A - Scope of Work for RI/FS Oversight IAG. EPA Grants Specialist for this IAG is Kathy Tsing-Choy 206-553-4688									
14. Statutory Authority for Both Transfer of Funds and Project Activities CERCLA: Secs. 105(a)(4) & 115; Executive Order 12580 as amended		15. Other Agency Type Federal Agency							
Funds	Previous Amount	Amount This Action	Amended Total						
16. EPA Amount		\$40,000	\$40,000						
17. EPA In-Kind Amount			\$0						
18. Other Agency Amount			\$0						
19. Other Agency In-Kind Amt.			\$0						
20. Total Project Cost		\$40,000	\$40,000						
21. Fiscal									
Site Name	DCN	FY	Approp.	Budget Org.	PRC	Object	Site/Project	Cost Org.	Obligation
	QSA003	07	TR2B	10Q0XDG	302DD2C	2507	10DGBD10	C003	40,000
									40,000

EPA Form 1610-1 (Rev. 10-88). Previous editions are obsolete.

001

Entered Jim 4/9/07

Obligated 4/9/07



Part IV - Acceptance Conditions

EPA Identification Number

DW-96-95758301 - 0

27. General Conditions

The other agency covenants and agrees that it will expeditiously initiate and complete the project for which funds have been awarded under this agreement.

28. Special Conditions (Attach additional sheets if needed)**Part V - Offer and Acceptance**

Note: 1) For Disbursement actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants Administration Division for Headquarters agreements or to the appropriate EPA Regional IAG administration office within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance signature.

Receipt of a written refusal or failure to return the properly executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency subsequent to the document being signed by the EPA Action Official, which the Action Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.

2) For Reimbursement actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IAG administration office for acceptance signature on behalf of the EPA. One original copy will be returned to the other agency after acceptance.

EPA IAG Administration Office (for administrative assistance)**EPA Program Office (for technical assistance)****29. Organization/Address****30. Organization/Address**

US EPA R10
Grants Administration Unit
1200 Sixth Avenue
Seattle, WA 98101

US Environmental Protection Agency
Region 10
1200 Sixth Avenue, ECL-111
Seattle, WA 98101

Certification

All signers certify that the statements made on this form and all attachments thereto are true, accurate, and complete. Signers acknowledge that any knowingly false or misleading statements may be punishable by fine or imprisonment or both under applicable law.

Decision Official on Behalf of the Environment Protection Agency Program Office**31. Signature****Typed Name and Title****Date**

Daniel D. Opalski, Director - Office of Environmental Cleanup

02/26/2007

Action on Behalf of the Environment Protection Agency**32. Signature****Typed Name and Title****Date**

Armina K. Nolan, Manager - Grants Administration Unit

02/26/2007

Authorizing Official on Behalf of the Other Agency**33. Signature****Typed Name and Title****Date**

Ginny Dierich, Program Manager

7 Mar 07

Attachment A - Scope of Work for RI/FS Oversight IAG

Site

East Waterway Operable Unit of Harbor Island

EPA ID: WAD98072839 (WAD 980722839)

Purpose

The purpose of this agreement is to obtain assistance from the U. S Army Corps of Engineers (USACE) for oversight of a potentially responsible party (PRP)-funded Remedial Investigation/Feasibility Study (RI/FS), and coordination with early cleanup actions.

Background

The East Waterway Operable Unit (OU) is part of the Harbor Island Superfund site that was placed on the National Priorities List in 1983 due to the contaminants released from a secondary lead smelter, as well as the releases of other hazardous substances from other industrial operations on Harbor Island. The Harbor Island Superfund Site encompasses a man-made industrial island of over 400 acres within the City of Seattle, and associated sediments surrounding the island within Elliott Bay and the mouth of the Lower Duwamish Waterway. The East Waterway OU consists of contaminated sediments off the eastern shore of Harbor Island, and associated sources to the extent necessary to control those sources. Contaminants of concern in the East Waterway OU include, but are not limited to, polychlorinated biphenyls (PCBs), poly-aromatic hydrocarbons (PAHs), mercury, other metals, and organic compounds.

A 20 -acre area at the south end of the Waterway was identified for an interim removal. This Phase 1 removal was conducted between December 2003 and March 2005. The dredging resulted in the removal of 67,330 cubic yards of material suitable for open water disposal and 179,954 cubic yards of material unsuitable for open water disposal. This material was sent to an upland disposal facility.

Work Statement

USACE will provide technical oversight in assessing sediment quality, sediment transport, source control and quality assurance requirements of EPA's Superfund program. Additionally, USACE will provide technical oversight regarding review of engineering plans and designs for ongoing work at East Waterway as part of permitted actions along the waterway.

Task 1 - RI/FS oversight

USACE will provide technical support to EPA in reviewing RI/FS deliverables, including:

Phase 1 Removal Action documents

- Data reports
- Recontamination monitoring plans

RI

- Quality Assurance Project Plans (QAPP), and Health and Safety plans for additional studies
- Summary of Existing Information and Data Gaps Analysis Reports
- RI data
- RI Technical Memoranda
- Sediment Fate and Transport Reports
- Phase RI report
- Source Control related documents, including hydrogeologic technical support

FS

- FS work plan
- Technical Memoranda associated with the FS
- FS

USACE will also provide technical support to EPA in reviewing information about proposed remedial activities and whether plans for East Waterway appear to be compatible with potential remedial actions at the Duwamish.

As requested by EPA, USACE will provide written comments on the draft reports listed above, and will attend meetings and conference calls to discuss the comments.

Task 2 - RI field oversight

USACE will observe PRP sampling activities for compliance with the AOC and approved QAPP. USACE will report to EPA any deviations from the AOC or approved plans. USACE will maintain a diary or log of field observations, including results of field tests, concerns or discussions about conformance with the approved plans, and deviations from the approved plans. USACE will prepare letter reports documenting the sampling activities performed, any deviations from the approved plans, and any concerns and potential problems noted by oversight personnel. USACE will document oversight activities with digital photographs.

Task 3 – Analytical Support and Data Validation

Upon request by EPA, USACE will schedule, coordinate, track, and oversee sample analysis and validation of any analytical data produced. This task may include:

- collect split samples, field screening, or obtaining other samples requested by EPA;
- prepare a HSP, SAP, and QAPP for sample collection;
- contract for sample analysis or coordinating with EPA's laboratory for sample analysis;
- implement the EPA-approved laboratory quality assurance program of selected laboratories through periodic performance evaluations and/or on-site audits;
- provide sample management including chain-of-custody procedures, information management, sample retention, and 10-year data storage;
- perform data validation to verify data quality and defensibility in accordance with EPA guidelines and
- provide reports on data validation and usability.

Task 4 - Post RI/FS Support

USACE will provide technical support for EPA's preparation of a Record of Decision. This task may include:

- attend briefings, public meetings, and public hearings;
- prepare technical memoranda on specific technical issues;
- prepare addenda to the PRP's RI and/or FS reports;
- provide technical support to EPA in their preparation of a Proposed Plan and Responsiveness Summary that would document EPAs proposed cleanup plan and responses to public comments on the plan
- review sections of the Record of Decision for technical accuracy.

Task 5 – Assistance in preparation of 404(b)(1) analysis and Biological Assessment

USACE will assist EPA in reviewing permit applications, PRP work plans, and other deliverables to ensure that sufficient information is collected to prepare a Clean Water Act (CWA) Section 404(b)(1) analysis and Biological Assessment (BA). As requested by EPA, USACE will assist EPA in preparation of a 404(b)(1) analysis and BA, or review the PRPs' proposed 404(b)(1) analysis and BA.

Task 6 – Community Relations Support

As requested by EPA, USACE will provide support to EPA in conducting community relations activities at the site. Support may include preparing summaries of technical documents for the public, attending and making presentations at public meetings, assistance in preparing for meetings, and preparation of presentation materials.

ATTACHMENT B
USACE SPECIAL CONDITIONS

The USACE agrees to meet the site-specific financial management and record keeping responsibilities contained in EPA's "Superfund Financial Management and Record Keeping Guidance for Federal Agencies" (January 1989).

1. Cost Documentation Requirements

EPA, acting as manager of the Hazardous Substances Superfund, requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorizes EPA to recover from responsible parties all government costs incurred during a response action. In order to help assure oversight and successful recovery of CERCLA funds, both USACE and EPA have responsibilities under this agreement. The USACE accounting systems reports must be supported by site- and activity-specific cost documentation. The USACE will organize and retain in a site file documentation of costs by site and activity (e.g. vouchers, billing statements, evidence of payment, audit reports) as follows:

a. Direct Costs

- o Payroll - timesheets or timecards to support hours charged to a particular site, including the signature of the employee and/or the employee's supervisor.
- o Travel - travel authorizations (including purpose of trip), local travel vouchers, traveler's reimbursement vouchers, carrier bills (including airline tickets), government owned vehicle bills appropriate receipts for hotel, car rental, etc., proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF 1166 "Voucher and Schedule of Payment" or equivalent.
- o Supplies and Equipment - EPA authorization to purchase non-expendable property of \$1,000.00 or more, vendor invoices, proof of payments, and hourly records of equipment use, when applicable.
- o Any other direct costs not included in the above categories.

b. Indirect Costs

If indirect costs are not calculated by the USACE accounting system, a worksheet showing calculations of indirect costs charged to a site will be retained by the USACE.

Under this IAG, the USACE certifies: 1) that any indirect costs include in billings to EPA represent, in accordance with GAO principles, indirect costs that would not have been otherwise incurred by the USACE, or 2) that explicit Congressional authority exists for charging other than incremental costs of performance.

2. Reporting Requirements

a. The USACE will provide monthly progress reports to the EPA Remedial Project Manager (RPM) listed on the IAG form containing:

- o Site name and IAG number.
- o Summary or work performed.
- o Accounting of funds expended during the reporting period and on the project to date, which includes budget category cost breakdown.
- o Summaries of all contacts with representatives of the local community, public interest groups, or State government during the reporting period.
- o Summaries of all problems or potential problems encountered during the reporting period.
- o Projected work for the next reporting period.

b. The USACE will submit a complete and signed Request for Reimbursement (SF-1080) to the EPA Financial Management Center, Cincinnati (CFMC), containing, as appropriate, USACE cost by budget category identified by site, site-specific account number, and IAG number. Upon receipt of the USACE certified bills, CFMC processes payment to USACE. Payment will be made within 5 days of receipt and without certification by the EPA Regional program office except for final billings. **The USACE project manager will provide a copy of the SF 1080 billings clearly marked "copy" with the monthly status report to the EPA Region 10 IAG Coordinator, Ricardo Solis.** If EPA detects any apparent discrepancies with the payment request, the problem shall be discussed and resolved with the USACE project manager. Any changes required to subsequent payment requests will be documented in a memorandum from the RPM to the USACE project manager.

- c. USACE will provide a final inventory of property, (prior to final contract payment) within one month of the end of the IAG performance period, describing the condition of each item and requesting disposition instructions. If the duration of the project is greater than one year, USACE will provide an annual inventory of all property acquired by or furnished to USACE with EPA funds.

3. Cost Recovery

In the event of a contemplated cost recovery action, the USACE will provide to EPA or the Department of Justice (DOJ), a cost documentation package detailing site-specific costs and including copies of the back up documentation. In some cases, these requests from EPA or DOJ may require that this documentation be provided in less than thirty days. If additional time is required to comply with a request, USACE will negotiate with a contact for obtaining necessary site-specific accounting information and documentation.

4. Record Retention Requirements

The USACE will retain the documents described in these "Special Conditions" for a minimum of ten years after submission of a final SF 1080 for a site or sites, after which USACE must obtain written permission from the authorized EPA official before disposing of any of the records.

5. Audits

- a. Superfund cost documentation information must be available for audit or verification upon request of authorized auditing agencies.
- b. If an audit determines that any direct or indirect cost charged to EPA are unallowable, EPA will be notified immediately following the resolution of the audit.

6. Other EPA Involvement

- a. Reimbursement to the USACE is contingent upon receipt of a USACE certified payment request (SF-1080). Final project payments shall be reviewed and approved by the EPA Regional program office.

- b. EPA will hold title to all property acquired with Superfund monies. EPA will provide the USACE the property disposal instructions upon termination of the IAG and receive fair-market value for any property disposed of or used for non-Superfund activities.

7. MBE Reporting Requirements


In accordance with CERCLA, as amended (P.L. 99-499), Section 105, any Federal agency awarding contracts, grants or cooperative agreements utilizing Superfund monies shall consider the availability of minority contractors for participation in contracts. This includes but is not limited to: contracts, subcontracts, SBA 8(a) awards and any subagreements.

Annual reports will be forwarded (by November 15) to the minority-Business Enterprise Coordinator in EPA Headquarters. Reports will be submitted on EPA Forms 6005-3, "Superfund Minority Contractors Utilization Report, Part 2."

Jeff M...

DW 96957583

DW 96957583-61-1

 <p>United States Environmental Protection Agency Washington, DC 20460</p> <p>Interagency Agreement</p> <p>Amendment</p> <p>Part 1 - General Information</p>		1. EPA IAG Identification Number DW-96-95758301 - 1		4. Funding Location by Region EPA (R10)					
		2. Other Agency IAG ID Number EPA ID: WAD98072839		5. Program Office Abbreviation Region 10					
		3. Type of Action Augmentation: Increase							
6. Name and Address of EPA Organization US Environmental Protection Agency Office of Environmental Cleanup 1200 Sixth Avenue Seattle, WA 98101 DUNS: 029128894			7. Name and Address of Other Agency Corps of Engineers-Omaha District HTRW CX 12565 West Center Road Omaha, NE 68144-3869 DUNS: DOD966503						
8. Project Title and Description East Waterway Operable Unit Supplemental Remedial Investigation and Feasibility Study (RI/FS). (Harbor Island, WA) To conduct a final remedial investigation and feasibility study (RI/FS) on an active waterway where ongoing maintenance dredging and shoreline structural repair is required. This amendment increases the award \$25,000. There is no change in the Scope of Work.									
9. EPA Project Officer (Name, Address, Phone Number) Ravi Sanga 1200 Sixth Avenue, ECL-111 Seattle, WA 98101 206-553-4092			10. Other Agency Project Officer (Name, Address, Phone Number) Marvene Seaman 12565 West Center Road Omaha, NE 68144-3869 402-697-2425						
11. Project Period 03/01/2007 to 02/29/2012			12. Budget Period 03/01/2007 to 02/29/2012						
13. Scope of Work Scope of Work remains the same. EPA Grants Specialist for this IAG is Kathy Tsing-Choy 206-553-4688									
14. Statutory Authority for Both Transfer of Funds and Project Activities CERCLA: Secs. 105(a)(4) & 115; Executive Order 12580 as amended					15. Other Agency Type Federal Agency				
Funds		Previous Amount		Amount This Action		Amended Total			
16. EPA Amount		\$40,000		\$25,000		\$65,000			
17. EPA In-Kind Amount		\$0				\$0			
18. Other Agency Amount		\$0				\$0			
19. Other Agency In-Kind Amt.		\$0				\$0			
20. Total Project Cost		\$40,000		\$25,000		\$65,000			
21. Fiscal									
Site Name	DCN	FY	Approp.	Budget Org.	PRC	Object	Site/Project	Cost Org.	Obligation
	QVA007	08	TR2B	10QXDG	302DD2C	2507	10DGBD10	C003	002 25,000
									25,000

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Jim 5/23/08
5/23/08

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Part II - Approved Budget		EPA IAG Identification Number DW-96-95758301 - 1
22. Budget Categories	Itemization of This Action	Itemization of Total Project Estimated Cost to Date
(a) Personnel	\$9,221	\$23,951
(b) Fringe Benefits	\$4,795	\$12,395
(c) Travel	\$0	\$100
(d) Equipment	\$0	\$0
(e) Supplies	\$0	\$0
(f) Procurement / Assistance	\$0	\$0
(g) Construction	\$0	\$0
(h) Other	\$450	\$1,170
(i) Total Direct Charges	\$14,466	\$37,616
(j) Indirect Costs: Rate <u>75.16%</u> Base <u>\$14,016.00</u>	\$10,534	\$27,384
(k) Total (EPA Share 100.00 %) (Other Agency Share 0.00 %)	\$25,000	\$65,000
23. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? (Identify all equipment costing \$1,000 or more)		<input checked="" type="checkbox"/> No
24. Are any of these funds being used on extramural agreements? (See Item 22f.)		<input checked="" type="checkbox"/> No
Type of Extramural Agreement		
Contractor/Recipient Name (if known)	Total Extramural Amount Under This Project	Percent Funded by EPA (if known)
	Total \$ 0.00	
Part III - Funding Methods and Billing Instructions		
(Note: EPA Agency Location Code (ALC) - 68010727)		
25.		
<input checked="" type="checkbox"/> Disbursement Agreement <input checked="" type="checkbox"/> Repayment	Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Office, Cincinnati, OH 45268-7002: <input checked="" type="checkbox"/> Monthly Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002. Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hdqtrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460.	
26.		
Funding Agency's Treasury Symbol		
Other Agency's IAG Identification Number EPA ID: WAD98072839		EPA Program Office Allowance Holder/Resp. Center No. R10
Other Agency's Billing Address (include ALC or Station Symbol Number)		Other Agency's Billing Instructions and Frequency

Part IV - Acceptance Conditions

EPA Identification Number

DW-96-95758301 - 1

27. General Conditions

The other agency covenants and agrees that it will expeditiously initiate and complete the project for which funds have been awarded under this agreement.

28. Special Conditions (Attach additional sheets if needed)**Part V - Offer and Acceptance**

Note: 1) For Disbursement actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants Administration Division for Headquarters agreements or to the appropriate EPA Regional IAG administration office within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance signature.

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EPA IAG Administration Office (for administrative assistance)**EPA Program Office (for technical assistance)****29. Organization/Address**

US EPA R10
Grants Administration Unit
1200 Sixth Avenue
Seattle, WA 98101

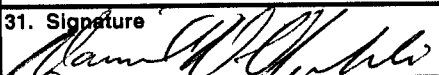


30. Organization/Address

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Region 10
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Seattle, WA 98101

Certification

All signers certify that the statements made on this form and all attachments thereto are true, accurate, and complete. Signers acknowledge that any knowingly false or misleading statements may be punishable by fine or imprisonment or both under applicable law.

Decision Official on Behalf of the Environment Protection Agency Program Office

31. Signature 	Typed Name and Title Daniel D. Opalski, Director - Office of Environmental Cleanup	Date 4/15/08
Action on Behalf of the Environment Protection Agency		
32. Signature 	Typed Name and Title Armina K. Nolan, Manager - Grants Administration Unit	Date 4/15/08
Authorizing Official on Behalf of the Other Agency		
33. Signature 	Typed Name and Title Matthew S. Allen Ginny Drench, Program Manager	Date 1 May 08

IAG Terms and Conditions


All Terms and Conditions Remain the Same

END OF ASSISTANCE AGREEMENT NO. DW-96-95758301-1

DW 96957583

DW 96957583-01-2

Page 1

 <p>United States Environmental Protection Agency Washington, DC 20460</p> <p>Interagency Agreement</p> <p>Amendment</p> <p>Part 1 - General Information</p>		1. EPA IAG Identification Number DW-96-95758301 - 2	4. Funding Location by Region EPA R10						
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8. Project Title and Description East Waterway Operable Unit Supplemental Remedial Investigation and Feasibility Study (RI/FS). HARBOR ISLAND, WA To conduct a final remedial investigation and feasibility study (RI/FS) on an active waterway where ongoing maintenance dredging and shoreline structural repair is required.									
This amendment increases Federal funding by \$30,000 and revises the budget summary. No changes to the scope of work and project/budget periods.									
9. EPA Project Officer (Name, Address, Phone Number) Ravi Sanga 1200 Sixth Avenue, Suite 900, ECL-111 Seattle, WA 98101 206-553-4092		10. Other Agency Project Officer (Name, Address, Phone Number) Marvene Seaman 1616 Capitol Ave., Suite 9200 Omaha, NE 68102-8200 402-697-2425							
11. Project Period 03/01/2007 to 02/29/2012		12. Budget Period 03/01/2007 to 02/29/2012							
13. Scope of Work Scope of Work remains the same.									
EPA Grants Specialist for this IAG is Kathy Tsing-Choy 206-553-4688.									
14. Statutory Authority for Both Transfer of Funds and Project Activities CERCLA: Secs. 105(a)(4) & 115; Executive Order 12580 as amended			15. Other Agency Type Federal Agency						
Funds	Previous Amount	Amount This Action	Amended Total						
16. EPA Amount	\$65,000	\$30,000	\$95,000						
17. EPA In-Kind Amount	\$0		\$0						
18. Other Agency Amount	\$0		\$0						
19. Other Agency In-Kind Amt.	\$0		\$0						
20. Total Project Cost	\$65,000	\$30,000	\$95,000						
21. Fiscal									
Site Name	DCN	FY	Approp.	Budget Org.	PRC	Object	Site/Project	Cost Org.	Obligation
	QVA013	08	TR2B	10Q0XDG	302DD2C	2507	10DGBD10	C003	003 30,000
									30,000

EPA Form 1610-1 (Rev. 10-88). Previous editions are obsolete.

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Jm 9/3/08

Obligated

9/3/08

EPA IAG Identification No. DW-96-95758301 - 2 Page 2

Part II - Approved Budget		EPA IAG Identification Number DW-96-95758301 - 2
22. Budget Categories	Itemization of This Action	Itemization of Total Project Estimated Cost to Date
(a) Personnel	\$10,317	\$34,268
(b) Fringe Benefits	\$5,385	\$17,760
(c) Travel	\$2,001	\$2,101
(d) Equipment		\$0
(e) Supplies		\$0
(f) Procurement / Assistance		\$0
(g) Construction		\$0
(h) Other	\$530	\$1,700
(i) Total Direct Charges	\$18,213	\$55,829
(j) Indirect Costs: Rate % Base \$	\$11,787	\$39,171
(k) Total (EPA Share 100.00 %) (Other Agency Share 0.00 %)	\$30,000	\$95,000
23. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? <input checked="" type="checkbox"/> No (Identify all equipment costing \$1,000 or more)		
24. Are any of these funds being used on extramural agreements? (See Item 22f.) <input checked="" type="checkbox"/> No		
Type of Extramural Agreement		
Contractor/Recipient Name (if known)	Total Extramural Amount Under This Project	Percent Funded by EPA (if known)
	Total \$ 0.00	
Part III - Funding Methods and Billing Instructions		
25. (Note: EPA Agency Location Code (ALC) - 68010727)		
<input checked="" type="checkbox"/> Disbursement Agreement <input checked="" type="checkbox"/> Repayment		
<p>Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Office, Cincinnati, OH 45268-7002:</p> <p><input checked="" type="checkbox"/> Monthly</p> <p>Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002.</p> <p>Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hqtrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460.</p>		
26.		
Funding Agency's Treasury Symbol 68/20X8145 <input checked="" type="checkbox"/> No-Year		
Other Agency's IAG Identification Number EPA ID: WAD98072839		EPA Program Office Allowance Holder/Reep. Center No. R10
Other Agency's Billing Address (Include ALC or Station Symbol Number)		Other Agency's Billing Instructions and Frequency

EPA IAG Identification No. DW-96-95758301 - 2 Page 3

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2) For Reimbursement actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IAG administration office for acceptance signature on behalf of the EPA. One original copy will be returned to the other agency after acceptance.

EPA IAG Administration Office (for administrative assistance)

EPA Program Office (for technical assistance)

29. Organization/Address

US EPA R10
Grants Administration Unit
1200 Sixth Avenue, Suite 900
Seattle, WA 98101

30. Organization/Address

US Environmental Protection Agency
Region 10
1200 Sixth Avenue, Suite 900, ECL-111
Seattle, WA 98101

Certification

All signers certify that the statements made on this form and all attachments thereto are true, accurate, and complete. Signers acknowledge that any knowingly false or misleading statements may be punishable by fine or imprisonment or both under applicable law.

Decision Official on Behalf of the Environment Protection Agency Program Office

31. Signature

Typed Name and Title

Daniel D. Opalski, Director - Office of Environmental Cleanup

Date

08/18/2008

Action on Behalf of the Environment Protection Agency

32. Signature

Typed Name and Title

Amina K. Nolan, Manager - Grants Administration Unit

Date

08/18/2008

Authorizing Official on Behalf of the Other Agency

33. Signature

Typed Name and Title

Matthew Allen, Superfund Program Manager

Date

8/20/2008

DW-96-95758301 - 2 Page 4

IAG Terms and Conditions

All Terms and Conditions Remain the Same.

END OF ASSISTANCE AGREEMENT NO. DW-96-957583-01-2

P2 143733
FWI 5212LP

EPA SUPERFUND PROGRAM AMENDMENT

Increases Funding

To: Seattle
Attn: CENWS-PM-EM (Matt Allen)
P.O. Box 3755, Seattle, WA 98124-3755

EPA IAG No. DW96957583-01-2	
P2 Project Name: ESO DW96957583-000	
Date: 20 August 2008	EPA Region 10 Seattle
Site Name: HARBOR ISLAND, WA	
Site ID Number: WAD980722839	
CCSC: B2C - Hazardous Waste Enforcement Spt-General	
Management Structure Code (CWIS): 010583	Command Indicator Code: 99EPA

Direct Fund Cite (Contract) Funding (68X8145):	
Previous Amount:	0.00
Amount of Funding:	0.00
Revised Amount	0.00

Revised Reimbursable Funding (96X3122):	
Previous Amount:	65,000.00
Amount of Funding:	30,000.00
Revised Amount	95,000.00

Total Funding	95,000.00
---------------	-----------

Start Date: 3/7/2007
Expiration Date: 2/29/2012

EPA Source Appropriation: 68-20X8145

IAG Acceptance Procedures:	
1 st Signed Original:	U.S. EPA, Region 10 Seattle, Kathy Tsing-Choy Grants Administration Section,

	1200 Sixth Avenue, Seattle, WA 98101
2 nd Signed Original:	Retained for District File
Acceptance Copy:	Marvene Seaman, CEHNC- CX-ES

PIF Information POC:

Marvene Seaman
CEHNC-CX-ES

marvene.l.seaman@usace.army.mil
Phone: (402) 697-2425
Fax: (402) 697-2613

CF:
CEHNC-CX-ES (E. Hines)
CENWD-PDE (D. Kobler)

DW96957583

Page 1

R10



United States Environmental
Protection Agency
Washington, DC 20460
Interagency Agreement
Amendment
Part 1 - General Information

1. EPA IAG Identification Number
DW-96-95758301 - 3

4. Funding Location by Region
EPA R10

2. Other Agency IAG ID Number

5. Program Office
Abbreviation
Region 10

3. Type of Action

Augmentation: Increase

6. Name and Address of EPA Organization

US Environmental Protection Agency
IASSC WEST
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
DUNS: 029128894 BETC: DISB

7. Name and Address of Other Agency

U.S. Army Corps of Engineers EM CX
1616 Capitol Ave., Suite 9200 (CEHNC-CX-ES)
Omaha, NE 68102-9200

DUNS: DOD964126 BETC: COLL

8. Project Title and Description

East Waterway Operable Unit Supplemental Remedial Investigation and Feasibility Study (RI/FS).

HARBOR ISLAND, WA

To conduct a final remedial investigation and feasibility study (RI/FS) on an active waterway where ongoing maintenance dredging and shoreline structural repair is required.

This amendment increases Federal funding by \$70,000, revises the budget summary, changes the IA Specialist to David Donnell, and updates terms and conditions.

9. EPA Project Officer (Name, Address, Phone Number)

Ravi Sanga
1200 Sixth Avenue, Suite 900, ECL-111
Seattle, WA 98101
206-553-4092

10. Other Agency Project Officer (Name, Address, Phone Number)

Marvene Seaman
1616 Capitol Ave., Suite 9200 (CEHNC-CX-ES)
Omaha, NE 68102-9200
402-697-2425

11. Project Period

03/01/2007 to 02/29/2012

12. Budget Period

03/01/2007 to 02/29/2012

13. Scope of Work

Scope of Work remains the same.

EPA EMPLOYEE/TAX ID NO: 520852695

EPA CAGE NO: 347A4

Indirect cost is based on this amendments personnel and fringe.

EPA IA Specialist for this IA is David Donnell 206-553-1141

14. Statutory Authority for Both Transfer of Funds and Project Activities

CERCLA: Secs. 105(a)(4) & 115; Executive Order 12580 as amended

15. Other Agency Type
Federal Agency

Funds	Previous Amount	Amount This Action	Amended Total
16. EPA Amount	\$95,000	\$70,000	\$165,000
17. EPA In-Kind Amount	\$0		\$0
18. Other Agency Amount	\$0		\$0
19. Other Agency In-Kind Amt.	\$0		\$0
20. Total Project Cost	\$95,000	\$70,000	\$165,000

21. Fiscal

Site Name	DCN	FY	Approp.	Budget Org.	PRC	Object	Site/Project	Cost Org.	Obligation
	QXA012	09	TR2B	10Q0XDG	302DD2C	2506	10DGBD10	C003	70,000
									70,000

EPA Form 1610-1 (Rev. 10-88). Previous editions are obsolete.

IBOTS

Entered

9/14/09

Obligated

9/14/09

004

[Signature]

Part II - Approved Budget		EPA IAG Identification Number DW-96-95758301 - 3
22. Budget Categories	Itemization of This Action	Itemization of Total Project Estimated Cost to Date
(a) Personnel	\$24,701	\$58,969
(b) Fringe Benefits	\$15,315	\$33,075
(c) Travel	\$1,000	\$3,101
(d) Equipment		\$0
(e) Supplies		\$0
(f) Procurement / Assistance		\$0
(g) Construction		\$0
(h) Other	\$1,373	\$3,073
(i) Total Direct Charges	\$42,389	\$98,218
(j) Indirect Costs: Rate 69% Base \$40,016.00	\$27,611	\$66,782
(k) Total (EPA Share 100.00 %) (Other Agency Share 0.00 %)	\$70,000	\$165,000
23. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Identify all equipment costing \$1,000 or more)		
24. Are any of these funds being used on extramural agreements? (See item 22f.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Type of Extramural Agreement <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Procurement		
Contractor/Recipient Name (if known)	Total Extramural Amount Under This Project	Percent Funded by EPA (if known)
	Total \$ 0.00	
Part III - Funding Methods and Billing Instructions		
25. (Note: EPA Agency Location Code (ALC) - 68010727)		
<input checked="" type="checkbox"/> Disbursement Agreement <input checked="" type="checkbox"/> Repayment <input type="checkbox"/> Advance <input type="checkbox"/> Allocation Transfer-Out	Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Office, Cincinnati, OH 45268-7002: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Upon Completion of Work Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002. Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hdqrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460.	
26. <input type="checkbox"/> Reimbursement Agreement <input type="checkbox"/> Repayment <input type="checkbox"/> Advance <input type="checkbox"/> Allocation Transfer-In		
Funding Agency's Treasury Symbol 68-20X8145 <input type="checkbox"/> One-Year <input type="checkbox"/> Two-Year <input checked="" type="checkbox"/> No-Year		
Other Agency's IAG Identification Number		EPA Program Office Allowance Holder/Resp. Center No.
Other Agency's Billing Address (Include ALC or Station Symbol Number)		Other Agency's Billing Instructions and Frequency


Part IV - Acceptance Conditions		EPA Identification Number DW-98-85758301 - 3
27. General Conditions The other agency covenants and agrees that it will expeditiously initiate and complete the project for which funds have been awarded under this agreement.		
28. Special Conditions (Attach additional sheets if needed) 		
Part V - Offer and Acceptance <p>Note: 1) For Disbursement actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants Administration Division for Headquarters agreements or to the appropriate EPA Regional IAG administration office within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA. The agreement/amendment must be forwarded to the address cited in Item 29 after acceptance signature.</p> <p>Receipt of a written refusal or failure to return the properly executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency subsequent to the document being signed by the EPA Action Official, which the Action Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.</p> <p>2) For Reimbursement actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IAG administration office for acceptance signature on behalf of the EPA. One original copy will be returned to the other agency after acceptance.</p>		
EPA IAG Administration Office (for administrative assistance)		EPA Program Office (for technical assistance)
29. Organization/Address US EPA R10 Grants and Interagency Agreements Unit 1200 Sixth Avenue, Suite 900 Seattle, WA 98101		30. Organization/Address US Environmental Protection Agency Region 10 1200 Sixth Avenue, Suite 1100, ECL-111 Seattle, WA 98101
Certification All signers certify that the statements made on this form and all attachments thereto are true, accurate, and complete. Signers acknowledge that any knowingly false or misleading statements may be punishable by fine or imprisonment or both under applicable law.		
Decision Official on Behalf of the Environment Protection Agency Program Office		
31. Signature	Typed Name and Title Decision Memo signed by Daniel D. Opsfeld, Director - Office of Environmental Cleanup	Date 08/13/2009
Action on Behalf of the Environment Protection Agency		
32. Signature	Typed Name and Title Amina K. Nolan, Manager - Grants and Interagency Agreements Unit	Date 8/24/09
Authorizing Official on Behalf of the Other Agency		
33. Signature	Typed Name and Title Matthew Allen, Superfund Program Manager	Date 8/26/09

DW 96957583

DW 96957583-01-4

Page 1

R10

 <p align="center">United States Environmental Protection Agency Washington, DC 20460</p> <p align="center">Interagency Agreement/ Amendment</p> <p align="center">Part 1 - General Information</p>		1. EPA IA Identification Number DW-96-95758301 - 4	2. Funding Location by Region EPA R10
		3. Other Agency IA ID Number (if known)	4. Awarding Office IASSC West
		5. Type of Action Augmentation: Increase	6. IA Specialist: Kathy Tsing-Choy 206-553-4688 Tsing-Choy.Kathy@epa.gov
7. Name and Address of EPA Organization US Environmental Protection Agency IASSC West 1200 Sixth Avenue, Suite 900, OMP-145 Seattle, WA 98101		8. Name and Address of Other Agency U.S. Army Corps of Engineers EM CX 1616 Capitol Ave., Suite 9200 (CEHNC-CX-ES) Omaha, NE 68102-9200	
9. DUNS: 029128894	10. BETC: DISB	11. DUNS: DOD964126	12. BETC: COLL
13. Project Title and Description East Waterway Operable Unit Supplemental Remedial Investigation and Feasibility Study (RI/FS). HARBOR ISLAND, WA To conduct a final remedial investigation and feasibility study (RI/FS) on an active waterway where ongoing maintenance dredging and shoreline structural repair is required. This amendment increases Federal funding by \$50,000, changes the IA Specialist to Kathy Tsing-Choy, and updates the Terms and Conditions.			
14. EPA Project Officer (Name, Address, Telephone Number) Ravi Sanga 1200 Sixth Avenue, Suite 900 Seattle, WA 98101 206-553-4092 E-Mail: Sanga.Ravi@epa.gov FAX:		15. Other Agency Project Officer (Name, Address, Telephone) Marvene Seaman 1616 Capitol Ave., Suite 9200 (CEHNC-CX-ES) Omaha, NE 68102-9200 402-697-2425 E-Mail: Marvene.L.Seaman@nwd02.usace.army.mil FAX: 402-697-2813	
16. Project Period: 03/01/2007 to 02/29/2012		17. Budget Period: 03/01/2007 to 02/29/2012	
18. Scope of Work (See Attachment) SCOPE OF WORK REMAINS THE SAME Indirect cost is based on this amendments personnel and fringe.			
19. Employer/Tax ID No. 520852695		20. CAGE No: 347A4	
21. ALC: 68-01-0727		23. Other Agency Type Federal Agency	
22. Statutory Authority for Transfer of Funds and Interagency Agreement CERCLA: Secs. 105(a)(4) & 115 and Executive Order 12580			
24. Revise Reimbursable Funds and Direct Fund Cites (only complete if applicable)			
	Previous Funding	This Action	Amended Total
Revise Reimbursable (In-house)			0
Direct Fund Cite (contractor)			0
Total			0
Funds	Previous Amount	Amount This Action	Total Amount
25. EPA Amount	\$165,000	\$50,000	\$215,000
26. EPA In-Kind Amount			\$0
27. Other Agency Amount			\$0
28. Other Agency In-Kind Amount			\$0
29. Total Project Cost	\$165,000	\$50,000	\$215,000
30. Fiscal Information			
Treas. Symbol	DCN	FY	Appropriation
68-68X8145	1110QBA005	11	TR2B
Budget Org	PRC	Object Class	Site/Project
10Q0XDG	302DD2C	2508	10DGBD10
Cost Org	Ob/De-Ob Amt		
C003	50,000		

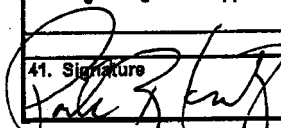
EPA Form 1610-1 (Rev. 11-09). Previous editions are obsolete.

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IDOTS

Entered Jim 6/8/11Obligated 6/8/11

Part II - Approved Budget				EPA IAG Identification Number DW-96-95758301 - 4
31. Budget Categories	Itemization of All Previous Actions	Itemization of This Action	In-Kind Itemization of This Action	Itemization of Total Project Cost to Date
(a) Personnel	\$58,989	\$18,132		\$77,101
(b) Fringe Benefits	\$33,075	\$9,972		\$43,047
(c) Travel	\$3,101	\$3,500		\$6,601
(d) Equipment	\$0			\$0
(e) Supplies	\$0			\$0
(f) Procurement / Assistance	\$0			\$0
(g) Construction	\$0			\$0
(h) Other	\$3,073	\$690		\$3,763
(i) Total Direct Charges	\$98,218	\$32,294	\$0	\$130,512
(j) Indirect Costs:	\$68,782	\$17,706		\$84,488
Charged - Amount Rate: 89% Base: \$40,016.00 Not Charged: Funds-Out: Not charged by Other Agency Estimate by other Agency Amount \$				
(k) Total (EPA Share 100.00 %) (Other Agency Share 0.00 %)	\$165,000	\$50,000	\$0	\$215,000
32. How was the IDC Base calculated?				
33. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Identify all equipment costing \$1,000 or more)				
34. Are any of these funds being used on extramural agreements? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Type of Extramural Agreement				
Contractor/Recipient Name (if known)	Total Extramural Amount Under This Project			Percent Funded by EPA (if known)
	Total \$ 0.00			
Part III - Funding Methods and Billing Instructions				
35. (Note: EPA Agency Location Code (ALC) - 68010727)				
<input checked="" type="checkbox"/> Disbursement Agreement	Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Office, Cincinnati, OH 45268-7002:			
<input checked="" type="checkbox"/> Repayment	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Upon Completion of Work			
<input type="checkbox"/> Advance	Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002.			
<input type="checkbox"/> Allocation Transfer-Out	Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hqtrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460.			
36. <input type="checkbox"/> Reimbursement Agreement	<input type="checkbox"/> Repayment <input type="checkbox"/> Advance			
<input type="checkbox"/> Allocation Transfer-In				
Other Agency's Billing Address (include ALC or Station Symbol Number)			Other Agency's Billing Instructions and Frequency	

Part IV - Acceptance Conditions		EPA Identification Number DW-96-95758301 - 4	
37. Terms and Conditions (See attached terms and conditions, Attachment B)			
<p align="center">Part V - Offer and Acceptance</p> <p>Note: A) For Fund-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants and IA Management Division for Headquarters agreements or to the appropriate EPA Regional IA administration office within 3 calendar weeks after receipt or within any extension of time that may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance signature.</p> <p>Failure to return the properly executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency after the document is signed by the EPA Award Official, which the Award Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.</p> <p>B) For Funds-in actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IA administration office for signature on behalf of the EPA. EPA will return one original copy after acceptance returned to the other agency after acceptance.</p>			
EPA IA Administration Office (for administrative assistance)		EPA Program Office (for technical assistance)	
38. Organization/Address U.S. Environmental Protection Agency IASSC West 1200 Sixth Avenue, Suite 900, OMP-145 Seattle, WA 98101		39. Organization/Address US Environmental Protection Agency R10 - Region 10 1200 Sixth Avenue, Suite 900 Seattle, WA 98101	
Award Official on Behalf of the Environment Protection Agency			
40. Digital signature applied by EPA Award Official Armina K. Nolan - Manager - Grants and Interagency Agreements Unit			Date 06/06/2011
Authorizing Official on Behalf of the Other Agency			
41. Signature 	Typed Name and Title Pamela R. Krombein Hz, NWS Specialist PSM		Date 6/7/11

IA Terms and Conditions

USACE Special Terms and Conditions - updated December 2010

The USACE agrees to meet the site-specific financial management and recordkeeping responsibilities contained in EPA's "Superfund Financial Management and Recordkeeping Guidance for Federal Agencies" (January 1989).

1. Cost Documentation Requirements

EPA, acting as manager of the Hazardous Substances Superfund, requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorizes EPA to recover from responsible parties all government costs incurred during a response action. In order to help assure oversight and successful recovery of CERCLA funds, both USACE and EPA have responsibilities under this agreement. The USACE accounting system reports must be supported by site – and activity-specific cost documentation. The USACE will organize and retain in a site file documentation of costs by site and activity (e.g. vouchers, billing statements, evidence of payment, audit reports) as follows:

a. Direct Costs

- Payroll – timesheets or timecards to support hours charged to a particular site, including the signature of the employee and/or the employee's supervisor.
- Travel – travel authorizations (including purpose of trip), local travel vouchers, traveler's reimbursement vouchers, carrier bills (including airline tickets), government owned vehicle bills, appropriate receipts for hotel, car rental, etc., proof of payment. Proof of payment is satisfied by providing a copy of the accomplished Standard Form (SF) 1166 "Voucher and Schedule of Payment" or equivalent.
- Contractor Services – copies of contracts, requests for proposals (RFPs), detailed evaluations of contractor bids, contractor invoices, USACE project officer approvals of invoices, and proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF 1166 or equivalent.
- Supplies and Equipment – EPA authorizations to purchase non-expendable property of \$1,000 or more, vendor invoices, proof of payment, and hourly records of equipment use, when applicable.
- Any other direct costs not included in the above categories.

b. Indirect Costs

If indirect costs are not calculated by the USACE accounting system, a worksheet showing calculations of indirect costs charged to a site will be retained by the USACE.

Under this IA, the USACE certifies: 1) that any indirect costs included in billings to EPA represent, in accordance with GAO principles, indirect costs that would not have been otherwise incurred by the USACE, or 2) that explicit Congressional authority exists for charging other than incremental costs of performance.

2. Reporting Requirements

a. EPA regions and staff who are developing the IA should consider the anticipated project scope, schedule and costs, and discuss with the performing agency the appropriate level of detail for monthly reports, and agree on the content and format. EPA will use these reports as a tool to monitor site activities.

b. The USACE will provide monthly progress reports to the EPA Project Officer and to the EPA Remedial Project Manager. The format and contents for monthly progress reports will follow recommendations provided in EPA's March 2008 OSRTI guidance memorandum entitled: "Monthly Project Reporting for Superfund Interagency Agreements to the U.S. Army Corps of Engineers". The monthly progress reports

should minimally contain the following:

- A cover letter which includes the Site Name and IA Number.
- Summary of work performed for current period.
- Estimate of the percentage of the project completed.
- Accounting of funds expended during the reporting period and on the project to date, which includes budget category cost breakdown.
- Summaries of all change orders and claims made on contracts during the reporting period.
- Summaries of all contacts with representatives of the local community, public interest groups, or State government during the reporting period.
- Summaries of all problems or potential problems encountering during the reporting period.
- Projected work for the next reporting period.
- Copy of the SF 1080 billings statement clearly marked "copy".

c. The USACE will submit a complete and signed Request for Reimbursement (SF-1080) to the EPA Financial Management Center, Cincinnati (CFMC), containing, as appropriate, USACE cost by budget category identified by site, site-specific account number, and IA number. The USACE will follow the procedures contained in EPA's OERR Directive, Memorandum 9295.2-04 entitled "EPA/U.S. Army Corps of Engineers Payment Process, Direct Cite Revised Reimbursement Methods" (available at the following website: <http://www.epa.gov/superfund/cleanup/pdfs/rdra/payment.pdf>). Upon receipt of the USACE certified bills, CFMC processes payment to USACE. Payment will be made within 5 days of receipt and without certification by the EPA Regional Program Office except for final billings. **The USACE project manager will provide one copy of the SF 1080 billings clearly marked "copy" with the monthly status report to the EPA Project Officer and one copy to the EPA Remedial Project Manager.** If EPA detects any apparent discrepancies with the payment request, the problem should be discussed and resolved with the USACE Project Manager. Any changes required to subsequent payment requests will be documented in a memorandum from the EPA Project Officer to the USACE project manager.

d. The USACE will provide a final inventory of property, within one month of the end of the Interagency Agreement performance period, describing the condition of each item. The USACE will require all contractors to provide a final inventory of property prior to their final contract payment. If the duration of the project is greater than one year, USACE will provide an annual inventory of all property acquired by or furnished to USACE with EPA funds.

3. Cost Recovery

In the event of a contemplated cost recovery action, the USACE will provide to EPA or the Department of Justice (DOJ) a cost documentation package detailing site-specific costs and including copies of the back up documentation. In some cases, these requests from EPA or DOJ may require that this documentation be provided in less than thirty days. If additional time is required to comply with a request, the USACE will negotiate with EPA or DOJ a schedule for responding. The USACE will provide EPA with a contact for obtaining necessary site-specific accounting information and documentation.

4. Cost Collection Upon Cancellation

If EPA cancels the IA, the USACE is authorized to collect costs incurred prior to cancellation of the IA plus termination costs, up to the total payment amount provided for under the agreement.

5. Record Retention Requirements

The USACE will retain the documents describe in these "Special Conditions" for a minimum of thirty years after submission of a final SF 1080 for a site or sites, after which USACE must obtain written permission from the authorized EPA official before disposing of any of the records. The USACE will require all contractors entering into cost reimbursable type contracts to establish and maintain cost documentation

as described above.

6. Audits

- a. Superfund cost documentation information must be available for audit or verification upon request of authorized auditing agencies.
- b. If an audit determines that any direct or indirect costs charged to EPA by the USACE are unallowable, the USACE will notify EPA immediately following the release of the audit.

7. Final Inspection and Certification

The EPA Remedial Project Manager and Project Officer will participate in the final project inspection, as deemed necessary, to ensure all activities identified in the statement of work have been implemented. At project completion, the EPA Remedial Project Manager and Project Officer will review the final monthly and financial reports provided by the performing agency. If appropriate, EPA will initiate the IA closeout process.

8. Financial Closeout

Within six months after completion of the projects/activities, the USACE will send a letter to EPA Regional IA Coordinator stating that the project has been completed and give the total amount of funds utilized and the amount of excess funds to be deobligated and returned to EPA.

9. Other EPA Involvement

- a. If the Direct Fund Cite Method applies, payment by EPA to USACE contractors is contingent upon receipt of a USACE certified payment request. Reimbursement to USACE for in-house costs is contingent upon receipt of a USACE certified reimbursement request (SF 1080).
- b. If the Direct Fund Cite Method does not apply, reimbursement to USACE for all costs (contract and in-house) is contingent upon receipt of a USACE certified reimbursement request (SF 1080).
- c. Final project payments for specific contracts and in-house cost should be reviewed and approved by the EPA Regional Program Office.

10. Procurement

If this IA includes assisted acquisitions, EPA will coordinate with the performing agency prior to issuance of a contract solicitation, request for proposals under an existing contract or issuing a task order under an existing contract, to ensure that any applicable agency-specific terms and conditions are incorporated into the contract and that the statement of work is within the scope of this IA.

11. Equipment Disposition

EPA will hold title to all property acquired with Superfund monies. EPA will provide the USACE with property disposition instructions upon termination of the IA and receive fair-market value for any property disposed of or used for non-Superfund activities.

12. Minority Business Utilization

In accordance with Public Law 102-389, EPA's policy requires, to the fullest extent possible, that at least 8% of its overall Federal funding for prime and subcontracts awarded in support of authorized programs be awarded to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including historically Black colleges and universities and women. In accordance with CERCLA, as amended (P.L. 99-499), Section 105, any Federal agency awarding contracts, grants, or cooperative agreements utilizing Superfund monies shall consider the availability of minority contractors for participation in contracts. This includes but is not limited to: contracts, subcontracts, SBA 8(a) awards and any subagreements.

Consistent with the above statutes and policy, the USACE agrees, in awarding contracts under this IA, to comply with the utilization requirements for Minority Business Enterprises (MBEs) and Women's Business

Enterprises (WBEs) set forth. USACE also agrees to comply with the Small Business Act, 15 U.S.C. 631 et seq and the annual Small Business goals it negotiated with the Small Business Administration (SBA).

All reporting on MBE/WBE and small business accomplishments will be accomplished through the existing federal contracting reporting mechanism, currently the "Federal Procurement Data System, Next Generation (FPDS-NG)," which is available at: <https://www.fpds.gov/fpdsng/cms/>.

13. Project Specific Conditions

- a. The USACE will invite (with reasonable notice) the EPA RPM to participate in contractor meetings in which scope of the project and/or progress is discussed.
- b. The USACE will invite the EPA RPM to participate in the contractor selection process, as appropriate.
- c. The USACE will have final authority for contract bids, shop drawings and contract modifications that may occur/be prepared during the course of the contract (within contingency fund limitations).
- d. The USACE Project Manager will regularly brief the EPA RPM on the current status of the project. Briefings will be monthly unless a different frequency is mutually agreed upon by both project managers. Emphasis will be placed on project budget, expenditure rates, and schedule.
- e. The USACE personnel and its contractors will have the appropriate safety training and be involved as appropriate in a medical monitoring program as specified in 29 CFR Part 1910; 51 CFR 45663 – 45675; and Section 125(e) of CERCLA, as amended.
- f. All project deliverables will be reviewed by appropriate USACE and EPA personnel within 30 days unless a different frequency is mutually agreed upon by both USACE and EPA Project Managers. Shortened time frames may be appropriate in cases of expedited schedules.
- g. Upon request, the USACE will, in a timely manner, submit to the EPA RPM all final negotiated contracts and contract modifications with budget information.
- h. Under situations where private contractors or subcontractors who are attempting to contract or are under contract with USACE under this IA have claimed some information as Confidential Business Information (CBI), USACE will ensure that such private contractors or subcontractors mark the information as CBI or similar claim of confidentiality. The USACE will then inform EPA immediately in writing when such a claim has been received, and forward the information marked CBI to EPA for EPA review. EPA's Office of General Counsel or Office of Regional Counsel will then decide whether the CBI claim is valid. If EPA determines that the information is CBI, USACE and EPA cannot release that information under the Freedom of Information Act (FOIA). If USACE or EPA did not ask the private contractors or subcontractors to identify CBI in its document submittals, and there is a FOIA request, USACE or EPA will have to go back to the private contractors or subcontractors and ask them to identify any CBI. If any questions arise regarding whether or not information is releasable under FOIA, USACE and EPA staff should request that the EPA Project Officer managing the IA contact EPA's Office of General Counsel or Office of Regional Counsel, or the local EPA FOIA Officer, for assistance.
- i. If the EPA Project Officer changes during the period of performance of the IA, EPA should submit an IA Amendment Form as soon as the change occurs.
- j. On an annual basis, EPA will conduct a performance feedback survey, fully coordinated with EPA, to assess work assigned to USACE through the IA during the calendar year. The purpose of this feedback survey is to assess the performance of USACE in carrying out assigned Superfund work during the calendar year. The survey includes survey questions that would be filled out by the RPM regarding USACE performance under the IA. For any sites where an RPM provides a low rating of '1' or '2' for any response to this feedback survey, USACE Headquarters will request that the USACE Project Manager contact the RPM to discuss the reasons for that rating and work out how to best resolve the problems or issues raised by the RPM.

14. Resolution of Disagreements

Should disagreement arise concerning the interpretation of the provisions of this agreement, the dispute shall be resolved pursuant to the Business Rules for Intra-Governmental Transactions delineated in the Treasury Financial manual, Volume 1, Bulletin 2007-03, Section VII, Resolving Intra-governmental Disputes.

If USACE and EPA cannot concur nor conditionally concur regarding any aspect of work associated with EPA and USACE activities under this IA, such disputes shall be resolved at the lowest level possible within EPA and USACE. In such instances, USACE district or division staff may sequentially elevate the matter to the Commander of the USACE district or division office that is managing the IA for resolution, and EPA regional or headquarters staff may sequentially elevate the matter to the Director of EPA's Superfund or Waste Management Division with the EPA regional or headquarters office that is managing the IA for resolution.

15. Quality Assurance

If this IA involves the collection, generation, or use of environmental data or information, then a Quality Management Plan (QMP) and a Quality Assurance Project Plan (QAPP) must be developed and used in accordance with existing Regional and National Program Office QA policies, guidelines, SOPs, etc. Within these broad QM/QA guidelines, specific requirements for a given project will be detailed in the Statement of Work (SOW) as an attachment to each IA. If mutually agreed, QMPs may address multiple projects and be submitted periodically, rather than project specifically. The USACE is responsible for reviewing and approving any contractor work for consistency with these QA requirements. Any guidance referenced herein will be superseded by updates or new Requirements/Guidance as they become available. EPA may perform periodic Quality System and/or project-related assessments. The most recent QMP and QAPP Guidance and Requirements can be found at: <http://www.epa.gov/fedfac/documents/qualityassurance.htm> and with QMP guidelines found under "Uniform Federal Policy for Implementing Quality Systems" and QAPP guidelines as "Part 1: UFP QAPP Manual" and also at Part 2A, Part 2A(e), and Part 2B.

END OF INTERAGENCY AGREEMENT NO. DW-96-95758301-4

OW 96957583-01-5

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EPA Form 1610-1 (Rev. 11-09). Previous editions are obsolete.

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Part II - Approved Budget				EPA IAG Identification Number DW-96-95758301 - 5
31. Budget Categories	Itemization of All Previous Actions	Itemization of This Action	In-Kind Itemization of This Action	Itemization of Total Project Cost to Date
(a) Personnel	\$77,101			\$77,101
(b) Fringe Benefits	\$43,047			\$43,047
(c) Travel	\$6,601			\$6,601
(d) Equipment	\$0			\$0
(e) Supplies	\$0			\$0
(f) Procurement / Assistance	\$0			\$0
(g) Construction	\$0			\$0
(h) Other	\$3,763			\$3,763
(i) Total Direct Charges	\$130,512	\$0	\$0	\$130,512
(j) Indirect Costs:	\$84,488	\$0	\$0	\$84,488
Charged - Amount Rate: 69% Base: \$40,016.00 Not Charged: Funds-Out: Not charged by Other Agency Estimate by other Agency Amount \$				
(k) Total (EPA Share 100.00 %) (Other Agency Share 0.00 %)	\$215,000	\$0	\$0	\$215,000
32. How was the IDC Base calculated?				
33. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Identify all equipment costing \$1,000 or more)				
34. Are any of these funds being used on extramural agreements? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Type of Extramural Agreement				
Contractor/Recipient Name (if known)	Total Extramural Amount Under This Project			Percent Funded by EPA (if known)
	Total \$ 0.00			
Part III - Funding Methods and Billing Instructions				
(Note: EPA Agency Location Code (ALC) - 68010727)				
35. <input checked="" type="checkbox"/> Disbursement Agreement	Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Office, Cincinnati, OH 45268-7002.			
<input checked="" type="checkbox"/> Repayment	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Upon Completion of Work			
<input type="checkbox"/> Advance	Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002.			
<input type="checkbox"/> Allocation Transfer-Out	Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hdqtrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460.			
36. <input type="checkbox"/> Reimbursement Agreement	<input type="checkbox"/> Repayment <input type="checkbox"/> Advance			
<input type="checkbox"/> Allocation Transfer-In				
Other Agency's Billing Address (include ALC or Station Symbol Number)			Other Agency's Billing Instructions and Frequency	

Part IV - Acceptance Conditions		EPA Identification Number DW-96-95758301 - 5
37. Terms and Conditions, when included, are located at the end of the 1610-1, or as an attachment.		
<p align="center">Part V - Offer and Acceptance</p> <p>Note: A) For Fund-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants and IA Management Division for Headquarters agreements or to the appropriate EPA Regional IA administration office within 3 calendar weeks after receipt or within any extension of time that may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance signature.</p> <p>Failure to return the properly executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency after the document is signed by the EPA Award Official, which the Award Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.</p> <p>B) For Funds-In actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IA administration office for signature on behalf of the EPA. EPA will return one original copy after acceptance returned to the other agency after acceptance.</p>		
EPA IA Administration Office (for administrative assistance)		EPA Program Office (for technical assistance)
38. Organization/Address U.S. Environmental Protection Agency IASSC West 1200 Sixth Avenue, Suite 900, OMP-145 Seattle, WA 98101		39. Organization/Address US Environmental Protection Agency R10 - Region 10 1200 Sixth Avenue, Suite 900 Seattle, WA 98101
Award Official on Behalf of the Environment Protection Agency		
40. Digital signature applied by EPA Award Official Katherine Tsing-Choy - GIA Specialist		Date 01/26/2012
Authorizing Official on Behalf of the Other Agency		
41. Signature	Typed Name and Title Matthew Allen, Superfund Program Manager	Date 1/26/12

IA Terms and Conditions

USACE Special Terms and Conditions - updated January 2012

The USACE agrees to meet the site-specific financial management and recordkeeping responsibilities contained in EPA's "Superfund Financial Management and Recordkeeping Guidance for Federal Agencies" (January 1989).

1. Cost Documentation Requirements

EPA, acting as manager of the Hazardous Substances Superfund, requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorizes EPA to recover from responsible parties all government costs incurred during a response action. In order to help assure oversight and successful recovery of CERCLA funds, both USACE and EPA have responsibilities under this agreement. The USACE accounting system reports must be supported by site – and activity-specific cost documentation. The USACE will organize and retain in a site file documentation of costs by site and activity (e.g. vouchers, billing statements, evidence of payment, audit reports) as follows:

a. Direct Costs

- Payroll – timesheets or timecards to support hours charged to a particular site, including the signature of the employee and/or the employee's supervisor.
- Travel – travel authorizations (including purpose of trip), local travel vouchers, traveler's reimbursement vouchers, carrier bills (including airline tickets), government owned vehicle bills, appropriate receipts for hotel, car rental, etc., proof of payment. Proof of payment is satisfied by providing a copy of the accomplished Standard Form (SF) 1166 "Voucher and Schedule of Payment" or equivalent.
- Contractor Services – copies of contracts, requests for proposals (RFPs), detailed evaluations of contractor bids, contractor invoices, USACE project officer approvals of invoices, and proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF 1166 or equivalent.
- Supplies and Equipment – EPA authorizations to purchase non-expendable property of \$1,000 or more, vendor invoices, proof of payment, and hourly records of equipment use, when applicable.
- Any other direct costs not included in the above categories.

b. Indirect Costs

If indirect costs are not calculated by the USACE accounting system, a worksheet showing calculations of indirect costs charged to a site will be retained by the USACE.

Under this IA, the USACE certifies: 1) that any indirect costs included in billings to EPA represent, in accordance with GAO principles, indirect costs that would not have been otherwise incurred by the USACE, or 2) that explicit Congressional authority exists for charging other than incremental costs of performance.

2. Reporting Requirements

a. EPA regions and staff who are developing the IA should consider the anticipated project scope, schedule and costs, and discuss with the performing agency the appropriate level of detail for monthly reports, and agree on the content and format. EPA will use these reports as a tool to monitor site

activities.

b. The USACE will provide monthly progress reports to the EPA Project Officer and to the EPA Remedial Project Manager. The format and contents for monthly progress reports will follow recommendations provided in EPA's March 2008 OSRTI guidance memorandum entitled: "Monthly Project Reporting for Superfund Interagency Agreements to the U.S. Army Corps of Engineers". The monthly progress reports should minimally contain the following:

- A cover letter which includes the Site Name and IA Number.
- Summary of work performed for current period.
- Estimate of the percentage of the project completed.
- Accounting of funds expended during the reporting period and on the project to date, which includes budget category cost breakdown.
- Summaries of all change orders and claims made on contracts during the reporting period.
- Summaries of all contacts with representatives of the local community, public interest groups, or State government during the reporting period.
- Summaries of all problems or potential problems encountering during the reporting period.
- Projected work for the next reporting period.
- Copy of the SF 1080 billings statement clearly marked "copy".

c. The USACE will submit a complete and signed Request for Reimbursement (SF-1080) to the EPA Financial Management Center, Cincinnati (CFMC), containing, as appropriate, USACE cost by budget category identified by site, site-specific account number, and IA number. The USACE will follow the procedures contained in EPA's OERR Directive, Memorandum 9295.2-04 entitled "EPA/U.S. Army Corps of Engineers Payment Process, Direct Cite Revised Reimbursement Methods" (available at the following website: <http://www.epa.gov/superfund/cleanup/pdfs/rdra/payment.pdf>). Upon receipt of the USACE certified bills, CFMC processes payment to USACE. Payment will be made within 5 days of receipt and without certification by the EPA Regional Program Office except for final billings. **The USACE project manager will provide one copy of the SF 1080 billings clearly marked "copy" with the monthly status report to the EPA Project Officer and one copy to the EPA Remedial Project Manager.** If EPA detects any apparent discrepancies with the payment request, the problem should be discussed and resolved with the USACE Project Manager. Any changes required to subsequent payment requests will be documented in a memorandum from the EPA Project Officer to the USACE project manager.

d. The USACE will provide a final inventory of property, within one month of the end of the Interagency Agreement performance period, describing the condition of each item. The USACE will require all contractors to provide a final inventory of property prior to their final contract payment. If the duration of the project is greater than one year, USACE will provide an annual inventory of all property acquired by or furnished to USACE with EPA funds.

3. Cost Recovery

In the event of a contemplated cost recovery action, the USACE will provide to EPA or the Department of Justice (DOJ) a cost documentation package detailing site-specific costs and including copies of the back up documentation. In some cases, these requests from EPA or DOJ may require that this documentation be provided in less than thirty days. If additional time is required to comply with a request, the USACE will negotiate with EPA or DOJ a schedule for responding. The USACE will provide EPA with a contact for obtaining necessary site-specific accounting information and documentation.

4. Cost Collection Upon Cancellation

If EPA cancels the IA, the USACE is authorized to collect costs incurred prior to cancellation of the IA plus termination costs, up to the total payment amount provided for under the agreement.

5. Record Retention Requirements

The USACE will retain the documents describe in these "Special Conditions" for a minimum of thirty years after submission of a final SF 1080 for a site or sites, after which USACE must obtain written permission from the authorized EPA official before disposing of any of the records. The USACE will require all contractors entering into cost reimbursable type contracts to establish and maintain cost documentation as described above.

6. Audits

- a. Superfund cost documentation information must be available for audit or verification upon request of authorized auditing agencies.
- b. If an audit determines that any direct or indirect costs charged to EPA by the USACE are unallowable, the USACE will notify EPA immediately following the release of the audit.

7. Final Inspection and Certification

The EPA Remedial Project Manager and Project Officer will participate in the final project inspection, as deemed necessary, to ensure all activities identified in the statement of work have been implemented. At project completion, the EPA Remedial Project Manager and Project Officer will review the final monthly and financial reports provided by the performing agency. If appropriate, EPA will initiate the IA closeout process.

8. Financial Closeout

Within six months after completion of the projects/activities, the USACE will send a letter to EPA Regional IA Coordinator stating that the project has been completed and give the total amount of funds utilized and the amount of excess funds to be deobligated and returned to EPA.

9. Other EPA Involvement

- a. If the Direct Fund Cite Method applies, payment by EPA to USACE contractors is contingent upon receipt of a USACE certified payment request. Reimbursement to USACE for in-house costs is contingent upon receipt of a USACE certified reimbursement request (SF 1080).
- b. If the Direct Fund Cite Method does not apply, reimbursement to USACE for all costs (contract and in-house) is contingent upon receipt of a USACE certified reimbursement request (SF 1080).
- c. Final project payments for specific contracts and in-house cost should be reviewed and approved by the EPA Regional Program Office.

10. Procurement

If this IA includes assisted acquisitions, EPA will coordinate with the performing agency prior to issuance of a contract solicitation, request for proposals under an existing contract or issuing a task order under an existing contract, to ensure that any applicable agency-specific terms and conditions are incorporated into the contract and that the statement of work is within the scope of this IA.

11. Equipment Disposition

EPA will hold title to all property acquired with Superfund monies. EPA will provide the USACE with property disposition instructions upon termination of the IA and receive fair-market value for any property disposed of or used for non-Superfund activities.

12. Minority Business Utilization

In accordance with Public Law 102-389, EPA's policy requires, to the fullest extent possible, that at least 8% of its overall Federal funding for prime and subcontracts awarded in support of authorized programs be awarded to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including historically Black colleges and universities and women. In accordance with CERCLA, as amended (P.L. 99-499), Section 105, any Federal agency awarding contracts, grants, or cooperative agreements utilizing Superfund monies shall consider the availability of minority contractors for participation in contracts. This includes but is not limited to: contracts, subcontracts, SBA 8(a) awards and any subagreements.

Consistent with the above statutes and policy, the USACE agrees, in awarding contracts under this IA, to comply with the utilization requirements for Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) set forth. USACE also agrees to comply with the Small Business Act, 15 U.S.C. 631 et seq and the annual Small Business goals it negotiated with the Small Business Administration (SBA).

All reporting on MBE/WBE and small business accomplishments will be accomplished through the existing federal contracting reporting mechanism, currently the "Federal Procurement Data System, Next Generation (FPDS-NG)," which is available at: <https://www.fpds.gov/fpdsng/cms/>.

13. Project Specific Conditions

- a. The USACE will invite (with reasonable notice) the EPA RPM to participate in contractor meetings in which scope of the project and/or progress is discussed.
- b. The USACE will invite the EPA RPM to participate in the contractor selection process, as appropriate.
- c. The USACE will have final authority for contract bids, shop drawings and contract modifications that may occur/be prepared during the course of the contract (within contingency fund limitations).
- d. The USACE Project Manager will regularly brief the EPA RPM on the current status of the project. Briefings will be monthly unless a different frequency is mutually agreed upon by both project managers. Emphasis will be placed on project budget, expenditure rates, and schedule.
- e. The USACE personnel and its contractors will have the appropriate safety training and be involved as appropriate in a medical monitoring program as specified in 29 CFR Part 1910; 51 CFR 45663 - 45675; and Section 125(e) of CERCLA, as amended.
- f. All project deliverables will be reviewed by appropriate USACE and EPA personnel within 30 days unless a different frequency is mutually agreed upon by both USACE and EPA Project Managers. Shortened time frames may be appropriate in cases of expedited schedules.
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i. If the EPA Project Officer changes during the period of performance of the IA, EPA should submit an IA Amendment Form as soon as the change occurs.

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Should disagreement arise concerning the interpretation of the provisions of this agreement, the dispute shall be resolved pursuant to the Business Rules for Intra-Governmental Transactions delineated in the Treasury Financial manual, Volume 1, Bulletin 2007-03, Section VII, Resolving Intra-governmental Disputes.

If USACE and EPA cannot concur nor conditionally concur regarding any aspect of work associated with EPA and USACE activities under this IA, such disputes shall be resolved at the lowest level possible within EPA and USACE. In such instances, USACE district or division staff may sequentially elevate the matter to the Commander of the USACE district or division office that is managing the IA for resolution, and EPA regional or headquarters staff may sequentially elevate the matter to the Director of EPA's Superfund or Waste Management Division with the EPA regional or headquarters office that is managing the IA for resolution.

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16. Sufficient Progress

EPA expressly reserves the right to terminate this IA for failure to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the Statement of Work, the time remaining for performance, and/or the availability of funds necessary to complete performance. In exercising the right to terminate, EPA will follow the procedures for terminating the IA in the Terms and conditions.


END OF ASSISTANCE AGREEMENT NO. DW-96-95758301-5

DW 96957583

DW 96957583-01-6

Page 1

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 <p>United States Environmental Protection Agency Washington, DC 20460</p> <p>Interagency Agreement/ Amendment</p> <p>Part 1 - General Information</p>		1. EPA IA Identification Number DW-96-95758301 - 6		2. Funding Location by Region EPA R10	
		3. Other Agency IA ID Number (if known)		4. Awarding Office IASSC West	
		5. Type of Action Augmentation: Increase		6. IA Specialist: Kathy Tsing-Choy 206-553-4688 Tsing-Choy.Kathy@epa.gov	
7. Name and Address of EPA Organization US Environmental Protection Agency IASSC West 1200 Sixth Avenue, Suite 900, OMP-145 Seattle, WA 98101			8. Name and Address of Other Agency U.S. Army Corps of Engineers EM CX 1616 Capitol Ave., Suite 9200 (CEHNC-CX-ES) Omaha, NE 68102-9200		
9. DUNS: 029128894		10. BETC: DISB		11. DUNS: DOD964126	
12. BETC: COLL					
13. Project Title and Description East Waterway Operable Unit Supplemental Remedial Investigation and Feasibility Study (RI/FS).					
HARBOR ISLAND, WA To conduct a final remedial investigation and feasibility study (RI/FS) on an active waterway where ongoing maintenance dredging and shoreline structural repair is required.					
This amendment increases Federal funding by \$90,000. All terms and conditions remain the same.					
14. EPA Project Officer (Name, Address, Telephone Number) Ravi Sanga 1200 Sixth Avenue, Suite 900 (ECL-111) Seattle, WA 98101 206-553-4092 E-Mail: Sanga.Ravi@epamail.epa.gov FAX:			15. Other Agency Project Officer (Name, Address, Telephone) Marvene Seaman 1616 Capitol Ave., Suite 9200 (CEHNC-CX-ES) Omaha, NE 68102-9200 402-697-2425 E-Mail: Marvene.L.Seaman@usace.army.mil FAX: 402-697-2613		
16. Project Period: 03/01/2007 to 02/28/2017			17. Budget Period: 03/01/2007 to 02/28/2017		
18. Scope of Work (See Attachment) SCOPE OF WORK REMAINS THE SAME					
Indirect cost is based on this amendments personnel and fringe.					
19. Employer/Tax ID No. 520852695		20. CAGE No: 347A4		21. ALC: 68-01-0727	
22. Statutory Authority for Transfer of Funds and Interagency Agreement CERCLA: Secs. 105(a)(4) & 115 and Executive Order 12580				23. Other Agency Type Federal Agency	
24. Revise Reimbursable Funds and Direct Fund Cites (only complete if applicable)					
	Previous Funding	This Action	Amended Total		
Revise Reimbursable (In-house)			0		
Direct Fund Cite (contractor)			0		
Total			0		
Funds	Previous Amount	Amount This Action	Total Amount		
25. EPA Amount	\$215,000	\$90,000	\$305,000		
26. EPA In-Kind Amount			\$0		
27. Other Agency Amount		\$0	\$0		
28. Other Agency In-Kind Amount			\$0		
29. Total Project Cost	\$215,000	\$90,000	\$305,000		
30. Fiscal Information					
Treas. Symbol	DCN	FY	Appropriation	Budget Org	PRC
68-68X8145	1210QDA004	11	TR2B	10Q0XDG	303DD2
Object Class	Site/Project	Cost Org	Ob/De-Ob Amt		
2506	10DGBD10	C003	90,000		
			90,000		

EPA Form 1810-1 (Rev. 11-09). Previous editions are obsolete.

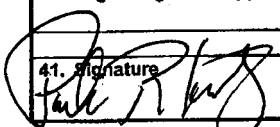
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Part II - Approved Budget				EPA IAG Identification Number DW-96-95758301 - 6
31. Budget Categories	Itemization of All Previous Actions	Itemization of This Action	In-Kind Itemization of This Action	Itemization of Total Project Cost to Date
(a) Personnel	\$77,101	\$35,349		\$112,450
(b) Fringe Benefits	\$43,047	\$19,442		\$62,489
(c) Travel	\$6,601	\$720		\$7,321
(d) Equipment	\$0			\$0
(e) Supplies	\$0			\$0
(f) Procurement / Assistance	\$0			\$0
(g) Construction	\$0			\$0
(h) Other	\$3,763	\$1,067		\$4,830
(i) Total Direct Charges	\$130,512	\$56,578	\$0	\$187,090
(j) Indirect Costs:	\$84,488	\$33,422		\$117,910
Charged - Amount Rate: 61% Base: \$40,016.00 Not Charged: Funds-Out: Not charged by Other Agency Estimate by other Agency Amount \$				
(k) Total (EPA Share 100.00 %) (Other Agency Share 0.00 %)	\$215,000	\$90,000	\$0	\$305,000
32. How was the IDC Base calculated?				
33. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Identify all equipment costing \$1,000 or more)				
34. Are any of these funds being used on extramural agreements? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Type of Extramural Agreement				
Contractor/Recipient Name (if known)	Total Extramural Amount Under This Project			Percent Funded by EPA (if known)
	Total \$ 0.00			
Part III - Funding Methods and Billing Instructions				
(Note: EPA Agency Location Code (ALC) - 68010727)				
<input checked="" type="checkbox"/> Disbursement Agreement	Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Office, Cincinnati, OH 45268-7002:			
<input checked="" type="checkbox"/> Repayment	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Upon Completion of Work			
<input type="checkbox"/> Advance	Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002.			
<input type="checkbox"/> Allocation Transfer-Out	Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hdqtrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460.			
36. <input type="checkbox"/> Reimbursement Agreement <input type="checkbox"/> Repayment <input type="checkbox"/> Advance				
<input type="checkbox"/> Allocation Transfer-In				
Other Agency's Billing Address (Include ALC or Station Symbol Number)			Other Agency's Billing Instructions and Frequency	

Part IV - Acceptance Conditions		EPA Identification Number DW-96-95758301 - 6	
37. Terms and Conditions, when included, are located at the end of the 1610-1, or as an attachment.			
<p align="center">Part V - Offer and Acceptance</p> <p>Note: A) For Fund-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants and IA Management Division for Headquarters agreements or to the appropriate EPA Regional IA administration office within 3 calendar weeks after receipt or within any extension of time that may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance signature.</p> <p>Failure to return the properly executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency after the document is signed by the EPA Award Official, which the Award Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.</p> <p>B) For Funds-In actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IA administration office for signature on behalf of the EPA. EPA will return one original copy after acceptance returned to the other agency after acceptance.</p>			
EPA IA Administration Office (for administrative assistance)		EPA Program Office (for technical assistance)	
38. Organization/Address U.S. Environmental Protection Agency IASSC West 1200 Sixth Avenue, Suite 900, OMP-145 Seattle, WA 98101		39. Organization/Address US Environmental Protection Agency R10 - Region 10 1200 Sixth Avenue, Suite 900 Seattle, WA 98101	
Award Official on Behalf of the Environment Protection Agency			
40. Digital signature applied by EPA Award Official Armina K. Nolan - Manager - Grants and Interagency Agreements Unit			Date 02/28/2012
Authorizing Official on Behalf of the Other Agency			
41. Signature 		Typed Name and Title Pamela R. Kromholz, NWS Syngene P.M.	
		Date 2/28/12	

IA Terms and Conditions


All Terms and Conditions Remain the Same

END OF ASSISTANCE AGREEMENT NO. DW-96-95758301-6

DW96957583

Page 1

R10

 <p align="center"> United States Environmental Protection Agency Washington, DC 20460 Interagency Agreement/ Amendment Part 1 - General Information </p>		1. EPA IA Identification Number DW-96-95758301 - 7		2. Funding Location by Region EPA R10					
		3. Other Agency IA ID Number (if known)		4. Awarding Office IASSC West					
		5. Type of Action Augmentation: Increase		6. IA Specialist: Kathy Tsing-Choy 206-553-4888 Tsing-Choy.Kathy@epa.gov					
7. Name and Address of EPA Organization US Environmental Protection Agency IASSC West 1200 Sixth Avenue, Suite 900, OMP-145 Seattle, WA 98101			8. Name and Address of Other Agency U.S. Army Corps of Engineers EM CX 1616 Capitol Ave., Suite 9200 (CEHNC-CX-ES) Omaha, NE 68102-9200						
9. DUNS: 028128894		10. BETC: DISB		11. DUNS: DOD964126					
12. BETC: COLL									
13. Project Title and Description East Waterway Operable Unit Supplemental Remedial Investigation and Feasibility Study (RI/FS). HARBOR ISLAND EWW - WAD980722839 To conduct a final remedial investigation and feasibility study (RI/FS) on an active waterway where ongoing maintenance dredging and shoreline structural repair is required. This amendment increases Federal funding by \$150,000 and updates terms and conditions.									
14. EPA Project Officer (Name, Address, Telephone Number) Ravi Sanga 1200 Sixth Avenue, Suite 900 (ECL-111) Seattle, WA 98101 206-553-4092 E-Mail: Sanga.Ravi@epamail.epa.gov FAX:			15. Other Agency Project Officer (Name, Address, Telephone) Marvene Seaman 1616 Capitol Ave., Suite 9200 (CEHNC-CX-ES) Omaha, NE 68102-9200 402-697-2425 E-Mail: Marvene.L.Seaman@nwd02.usace.army.mil FAX: 402-697-2813						
16. Project Period: 03/01/2007 to 02/28/2017			17. Budget Period: 03/01/2007 to 02/28/2017						
18. Scope of Work (See Attachment) SCOPE OF WORK REMAINS THE SAME Indirect cost is based on this amendments personnel and fringe.									
19. Employer/Tax ID No. 520852695		20. CAGE No: 347A4		21. ALC: 68-01-0727					
22. Statutory Authority for Transfer of Funds and Interagency Agreement CERCLA: Secs. 105(a)(4) & 115 and Executive Order 12580				23. Other Agency Type Federal Agency					
24. Revise Reimbursable Funds and Direct Fund Cites (only complete if applicable)									
	Previous Funding		This Action		Amended Total				
Revise Reimbursable (In-house)					0				
Direct Fund Cite (contractor)					0				
Total					0				
	Previous Amount		Amount This Action		Total Amount				
25. EPA Amount	align="right">\$305,000		align="right">\$150,000		\$455,000				
26. EPA In-Kind Amount					\$0				
27. Other Agency Amount					\$0				
28. Other Agency In-Kind Amount					\$0				
29. Total Project Cost	align="right">\$305,000		align="right">\$150,000		\$455,000				
30. Fiscal Information									
Treas. Symbol	DCN	FY	Appropriation	Budget Org	PRC	Object Class	Site/Project	Cost Org	Ob/De-Ob Amt
68-68X8145	1410QHA001	14	TR2B	10Q0XDG	303DD2	2506	10DGBD10	C003	150,000
									150,000

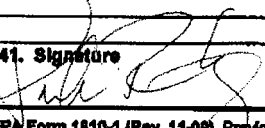
EPA Form 1810-1 (Rev. 11-99). Previous editions are obsolete.

ENTERED

DEC 04 2013

Part II - Approved Budget				EPA IAG Identification Number DW-98-95758301 - 7
31. Budget Categories	Itemization of All Previous Actions	Itemization of This Action	In-Kind Itemization of This Action	Itemization of Total Project Cost to Date
(a) Personnel	\$112,450	\$57,630		\$170,080
(b) Fringe Benefits	\$62,489	\$34,578		\$97,067
(c) Travel	\$7,321	\$1,084		\$8,405
(d) Equipment	\$0			\$0
(e) Supplies	\$0			\$0
(f) Procurement / Assistance	\$0			\$0
(g) Construction	\$0			\$0
(h) Other	\$4,830			\$4,830
(i) Total Direct Charges	\$187,090	\$93,292	\$0	\$280,382
(j) Indirect Costs:	\$117,910	\$56,708		\$174,618
Charged - Amount Rate: 61.5% Base: \$92,208.00 Not Charged: Funds-Out: Not charged by Other Agency Estimate by other Agency Amount \$				
(k) Total (EPA Share 100.00 %) (Other Agency Share 0.00 %)	\$305,000	\$150,000	\$0	\$455,000
32. How was the IDC Base calculated? Personnel and Fringe Benefits				
33. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Identify all equipment costing \$1,000 or more)				
34. Are any of these funds being used on Procure/Assistance agreements? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Type of Procure/Assistance Agreement				
Contractor/Recipient Name (if known)	Total Procure/Assistance Amount Under This Project		Percent Funded by EPA (if known)	
	Total \$ 0.00			
Part III - Funding Methods and Billing Instructions				
35. (Note: EPA Agency Location Code (ALC) - 68010727)				
<input checked="" type="checkbox"/> Disbursement Agreement	Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Office, Cincinnati, OH 45268-7002.			
<input checked="" type="checkbox"/> Repayment	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Upon Completion of Work			
<input type="checkbox"/> Advance	Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002.			
<input type="checkbox"/> Allocation Transfer-Out	Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hqtrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460.			
36. <input type="checkbox"/> Reimbursement Agreement	<input type="checkbox"/> Repayment <input type="checkbox"/> Advance			
<input type="checkbox"/> Allocation Transfer-In				
Other Agency's Billing Address (Include ALC or Station Symbol Number)			Other Agency's Billing Instructions and Frequency	

Rec'd
12/4/13
J

Part IV - Acceptance Conditions		EPA Identification Number DW-96-95758301 - 7
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38. Organization/Address U.S. Environmental Protection Agency IASSC West 1200 Sixth Avenue, Suite 900, OMP-145 Seattle, WA 98101		39. Organization/Address US Environmental Protection Agency R10 - Region 10 1200 Sixth Avenue, Suite 900 Seattle, WA 98101
Award Official on Behalf of the Environment Protection Agency		
40. Digital signature applied by EPA Award Official Armina K. Nolan - Manager - Grants and Interagency Agreements Unit		Date 12/03/2013
Authorizing Official on Behalf of the Other Agency		
41. Signature 	Typed Name and Title Pamela R. Kromholtz, NWS Syzfund RN	Date 12/3/13

Administrative Conditions

USACE Special Terms and Conditions - updated August 2013

The U.S. Army Corps of Engineers (USACE) agrees to meet the site-specific financial management and recordkeeping responsibilities contained in EPA's "Superfund Financial Management and Recordkeeping Guidance for Federal Agencies" (January 1989).

1. Cost Documentation Requirements

EPA, acting as manager of the Hazardous Substances Superfund, requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorizes EPA to recover from responsible parties all government costs incurred during a response action. In order to help assure oversight and successful recovery of CERCLA funds, both USACE and EPA have responsibilities under this agreement. The USACE accounting system reports must be supported by site - and activity-specific cost documentation. The USACE will organize and retain in a site file documentation of costs by site and activity (e.g. vouchers, billing statements, evidence of payment, audit reports) as follows:

a. Direct Costs

- Payroll - timesheets or timecards to support hours charged to a particular site, including the signature of the employee and/or the employee's supervisor.
- Travel - travel authorizations (including purpose of trip), local travel vouchers, traveler's reimbursement vouchers, carrier bills (including airline tickets), government owned vehicle bills, appropriate receipts for hotel, car rental, etc., proof of payment. Proof of payment is satisfied by providing a copy of the accomplished Standard Form (SF) 1166 "Voucher and Schedule of Payment" or equivalent.
- Contractor Services - copies of contracts, requests for proposals (RFPs), detailed evaluations of contractor bids, contractor invoices, USACE project officer approvals of invoices, and proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF 1166 or equivalent.
- Supplies and Equipment - EPA authorizations to purchase non-expendable property of \$1,000 or more, vendor invoices, proof of payment, and hourly records of equipment use, when applicable.
- Any other direct costs not included in the above categories.

b. Indirect Costs

If indirect costs are not calculated by the USACE accounting system, a worksheet showing calculations of indirect costs charged to a site will be retained by the USACE.

Under this IA, the USACE certifies: 1) that any indirect costs included in billings to EPA represent, in accordance with GAO principles, indirect costs that would not have been otherwise incurred by the USACE, or 2) that explicit Congressional authority exists for charging other than incremental costs of performance.

2. Reporting Requirements

a. EPA regions and staff who are developing the IA should consider the anticipated project scope, schedule and costs, and discuss with the performing agency the appropriate level of detail for monthly reports, and agree on the content and format. EPA will use these reports as a tool to monitor site

activities.

b. The USACE will provide monthly progress reports to the EPA Project Officer and to the EPA Remedial Project Manager. The format and contents for monthly progress reports will follow recommendations provided in EPA's March 2008 OSRTI guidance memorandum entitled: "Monthly Project Reporting for Superfund Interagency Agreements to the U.S. Army Corps of Engineers". The monthly progress reports should minimally contain the following:

- A cover letter which includes the Site Name and IA Number.
- Summary of work performed for current period.
- Estimate of the percentage of the project completed.
- Accounting of funds expended during the reporting period and on the project to date, which includes budget category cost breakdown.
- Summaries of all change orders and claims made on contracts during the reporting period.
- Summaries of all contacts with representatives of the local community, public interest groups, or State government during the reporting period.
- Summaries of all problems or potential problems encountered during the reporting period.
- Projected work for the next reporting period.
- Copy of the SF 1080 billings statement clearly marked "copy".

c. The USACE will submit a complete and signed Request for Reimbursement (SF-1080) to the EPA Financial Management Center, Cincinnati (CFMC), containing, as appropriate, USACE cost by budget category identified by site, site-specific account number, and IA number. The USACE will follow the procedures contained in EPA's OERR Directive, Memorandum 9295.2-04 entitled "EPA/U.S. Army Corps of Engineers Payment Process, Direct Cite Revised Reimbursement Methods" (available at the following website: <http://www.epa.gov/superfund/cleanup/pdfs/rdra/payment.pdf>). Upon receipt of the USACE certified bills, CFMC processes payment to USACE. Payment will be made within 5 days of receipt and without certification by the EPA Regional Program Office except for final billings. The USACE project manager will provide one copy of the SF 1080 billings clearly marked "copy" with the monthly status report to the EPA Project Officer and one copy to the EPA Remedial Project Manager. If EPA detects any apparent discrepancies with the payment request, the problem should be discussed and resolved with the USACE Project Manager. Any changes required to subsequent payment requests will be documented in a memorandum from the EPA Project Officer to the USACE project manager.

d. The USACE will provide a final inventory of property, within one month of the end of the Interagency Agreement performance period, describing the condition of each item. The USACE will require all contractors to provide a final inventory of property prior to their final contract payment. If the duration of the project is greater than one year, USACE will provide an annual inventory of all property acquired by or furnished to USACE with EPA funds.

3. Cost Recovery

In the event of a contemplated cost recovery action, the USACE will provide to EPA or the Department of Justice (DOJ) a cost documentation package detailing site-specific costs and including copies of the back up documentation. In some cases, these requests from EPA or DOJ may require that this documentation be provided in less than thirty days. If additional time is required to comply with a request, the USACE will negotiate with EPA or DOJ a schedule for responding. The USACE will provide EPA with a contact for obtaining necessary site-specific accounting information and documentation.

4. Cost Collection Upon Cancellation

If EPA cancels the IA, the USACE is authorized to collect costs incurred prior to cancellation of the IA plus termination costs, up to the total payment amount provided for under the agreement.

5. Record Retention Requirements

The USACE will retain the documents describe in these "Special Conditions" for a minimum of thirty years after submission of a final SF 1080 for a site or sites, after which USACE must obtain written permission from the authorized EPA official before disposing of any of the records. The USACE will require all contractors entering into cost reimbursable type contracts to establish and maintain cost documentation as described above.

6. Audits

- a. Superfund cost documentation information must be available for audit or verification upon request of authorized auditing agencies.
- b. If an audit determines that any direct or indirect costs charged to EPA by the USACE are unallowable, the USACE will notify EPA immediately following the release of the audit.

7. Final Inspection and Certification

The EPA Remedial Project Manager and Project Officer will participate in the final project inspection, as deemed necessary, to ensure all activities identified in the statement of work have been implemented. At project completion, the EPA Remedial Project Manager and Project Officer will review the final monthly and financial reports provided by the performing agency. If appropriate, EPA will initiate the IA closeout process.

8. Financial Closeout

Within six months after completion of the projects/activities, the USACE will send a letter to EPA Regional IA Coordinator stating that the project has been completed and give the total amount of funds utilized and the amount of excess funds to be deobligated and returned to EPA.

9. Other EPA Involvement

- a. If the Direct Fund Cite Method applies, payment by EPA to USACE contractors is contingent upon receipt of a USACE certified payment request. Reimbursement to USACE for in-house costs is contingent upon receipt of a USACE certified reimbursement request (SF 1080).
- b. If the Direct Fund Cite Method does not apply, reimbursement to USACE for all costs (contract and in-house) is contingent upon receipt of a USACE certified reimbursement request (SF 1080).
- c. Final project payments for specific contracts and in-house cost should be reviewed and approved by the EPA Regional Program Office.

10. Procurement

If this IA includes assisted acquisitions, EPA will coordinate with the performing agency prior to issuance of a contract solicitation, request for proposals under an existing contract or issuing a task order under an existing contract, to ensure that any applicable agency-specific terms and conditions are incorporated into the contract and that the statement of work is within the scope of this IA.

11. Equipment Disposition

EPA will hold title to all property acquired with Superfund monies. EPA will provide the USACE with property disposition instructions upon termination of the IA and receive fair-market value for any property disposed of or used for non-Superfund activities.

12. Minority Business Utilization

In accordance with Public Law 102-389, EPA's policy requires, to the fullest extent possible, that at least 8% of its overall Federal funding for prime and subcontracts awarded in support of authorized programs be awarded to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including historically Black colleges and universities and women. In accordance with CERCLA, as amended (P.L. 99-499), Section 105, any Federal agency awarding contracts, grants, or cooperative agreements utilizing Superfund monies shall consider the availability of minority contractors for participation in contracts. This includes but is not limited to: contracts, subcontracts, SBA 8(a) awards and any subagreements.

Consistent with the above statutes and policy, the USACE agrees, in awarding contracts under this IA, to comply with the utilization requirements for Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) set forth. USACE also agrees to comply with the Small Business Act, 15 U.S.C. 631 et seq and the annual Small Business goals it negotiated with the Small Business Administration (SBA).

All reporting on MBE/WBE and small business accomplishments will be accomplished through the existing federal contracting reporting mechanism, currently the "Federal Procurement Data System, Next Generation (FPDS-NG)," which is available at: [https://www.fpds.gov/fpdsng cms/](https://www.fpds.gov/fpdsng/cms/).

13. Project Specific Conditions

- a. The USACE will invite (with reasonable notice) the EPA RPM to participate in contractor meetings in which scope of the project and/or progress is discussed.
- b. The USACE will invite the EPA RPM to participate in the contractor selection process, as appropriate.
- c. The USACE will have final authority for contract bids, shop drawings and contract modifications that may occur/be prepared during the course of the contract (within contingency fund limitations).
- d. The USACE Project Manager will regularly brief the EPA RPM on the current status of the project. Briefings will be monthly unless a different frequency is mutually agreed upon by both project managers. Emphasis will be placed on project budget, expenditure rates, and schedule.
- e. The USACE personnel and its contractors will have the appropriate safety training and be involved as appropriate in a medical monitoring program as specified in 29 CFR Part 1910; 51 CFR 45663 - 45675; and Section 125(e) of CERCLA, as amended.
- f. All project deliverables will be reviewed by appropriate USACE and EPA personnel within 30 days unless a different frequency is mutually agreed upon by both USACE and EPA Project Managers. Shortened time frames may be appropriate in cases of expedited schedules.
- g. Upon request, the USACE will, in a timely manner, submit to the EPA RPM all final negotiated contracts and contract modifications with budget information.
- h. Under situations where private contractors or subcontractors who are attempting to contract or are under contract with USACE under this IA have claimed some information as Confidential Business Information (CBI), USACE will ensure that such private contractors or subcontractors mark the information as CBI or similar claim of confidentiality. The USACE will then inform EPA immediately in writing when such a claim has been received, and forward the information marked CBI to EPA for EPA review. EPA's Office of General Counsel or Office of Regional Counsel will then decide whether the CBI claim is valid. If

EPA determines that the information is CBI, USACE and EPA cannot release that information under the Freedom of Information Act (FOIA). If USACE or EPA did not ask the private contractors or subcontractors to identify CBI in its document submittals, and there is a FOIA request, USACE or EPA will have to go back to the private contractors or subcontractors and ask them to identify any CBI. If any questions arise regarding whether or not information is releasable under FOIA, USACE and EPA staff should request that the EPA Project Officer managing the IA contact EPA's Office of General Counsel or Office of Regional Counsel, or the local EPA FOIA Officer, for assistance.

i. If the EPA Project Officer changes during the period of performance of the IA, EPA should submit an IA Amendment Form as soon as the change occurs.

j. On an annual basis, EPA will conduct a performance feedback survey, fully coordinated with EPA, to assess work assigned to USACE through the IA during the calendar year. The purpose of this feedback survey is to assess the performance of USACE in carrying out assigned Superfund work during the calendar year. The survey includes survey questions that would be filled out by the RPM regarding USACE performance under the IA. For any sites where an RPM provides a low rating of '1' or '2' for any response to this feedback survey, USACE Headquarters will request that the USACE Project Manager contact the RPM to discuss the reasons for that rating and work out how to best resolve the problems or issues raised by the RPM.

14. Resolution of Disagreements

Should disagreements arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, available at <http://www.fms.treas.gov/tfm/index.html>.

If USACE and EPA cannot concur nor conditionally concur regarding any aspect of work associated with EPA and USACE activities under this IA, such disputes shall be resolved at the lowest level possible within EPA and USACE. In such instances, USACE district or division staff may sequentially elevate the matter to the Commander of the USACE district or division office that is managing the IA for resolution, and EPA regional or headquarters staff may sequentially elevate the matter to the Director of EPA's Superfund or Waste Management Division with the EPA regional or headquarters office that is managing the IA for resolution.

15. Quality Assurance

If this IA involves the collection, generation, or use of environmental data or information, then a Quality Management Plan (QMP) and a Quality Assurance Project Plan (QAPP) must be developed and used in accordance with existing Regional and National Program Office QA policies, guidelines, SOPs, etc. Within these broad QM/QA guidelines, specific requirements for a given project will be detailed in the Statement of Work (SOW) as an attachment to each IA. If mutually agreed, QMPs may address multiple projects and be submitted periodically, rather than project specifically. The USACE is responsible for reviewing and approving any contractor work for consistency with these QA requirements. Any guidance referenced herein will be superseded by updates or new Requirements/Guidance as they become available. EPA may perform periodic Quality System and/or project-related assessments. The most recent QMP and QAPP Guidance and Requirements can be found at: <http://www.epa.gov/fedfac/documents/qualityassurance.htm> and with QMP guidelines found under "Uniform Federal Policy for Implementing Quality Systems" and QAPP guidelines as "Part 1: UFP QAPP Manual" and also at Part 2A, Part 2A(e), and Part 2B.

16. Sufficient Progress

EPA expressly reserves the right to terminate the IA for failure to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the Statement of Work, the time remaining for performance, and/or the availability of funds necessary to complete performance. In exercising this right to terminate, EPA will follow the procedures for terminating the IA in Terms and Conditions.

17. Restrictions on FY 12 and Later Funding for Corporations with Unpaid Federal Tax Liabilities and Felony Convictions (for funds-out awards with funds in procurement /assistance) (updated 10/30/2013)

This interagency agreement (IA) obligates and transfers or advances EPA funds appropriated under Public Law 113-46 (Continuing Appropriations Act, 2014), Public Law 113-6 (Department of Defense, Military Construction and Veterans Affairs, and Full-Year Continuing Appropriations Act, 2013) and Public Law 112-175 (Continuing Appropriations Resolution, 2013) which continues provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, Public Law 112-74 (FY12 Appropriations Act), Division E, Title IV, Sections 433 and 434. As a result, this IA is subject to the provisions of Division E, Sections 433 and 434 of the Appropriations Act, regarding federal felony convictions and unpaid federal tax liabilities. Specifically,

Section 433 provides:

None of the funds made available by this Act [FY12 Appropriations Act] may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation, or such officer or agent, and made a determination that this further action is not necessary to protect the interests of the Government.

Section 434 of Division E of the Appropriations Act further provides:

None of the funds made available by this Act [FY12 Appropriations Act] may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation with respect to which any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

Accordingly, by accepting the award of this IA, the USACE agrees that it will comply with and implement the prohibitions of Sections 433 and 434 for any contract, assistance agreement, loan, loan guarantee or other instrument with any corporation that will be funded with funds provided under this IA.

Non-compliance with the provisions of Sections 433 and 434 may implicate the Antideficiency Act. USACE will forward to the EPA Award Official, within 45 days, any determination and documentation supporting an award where suspension and debarment are considered by the awarding agency.

18. Inherently Governmental

In accordance with FAR 7.503(c)&(d), funding provided by EPA and placed on service contracts cannot be used for project(s) which would constitute inherently governmental functions. In addition, the USACE shall not utilize EPA funds on USACE service contracts for any contractor activities to be performed that

are inherently governmental, exempt from private sector performance, or that are so closely associated as to approach inherently governmental because of the nature of the function, the manner in which the contractor performs the contract, or the manner in which the Governmental administers contractor performance.

END OF DOCUMENT

EPA SUPERFUND PROGRAM AMENDMENT

Increases Funding

(Use EPA Source Appropriation 68-68X8145 for Funding Increase)

To: Seattle District
Attn: CENWS-PM-EM (Pam Kromholtz)

EPA IAG No. DW96957583-01-7	
P2 Project Name: ESO DW96957583-000	
Date: 3 December 2013	EPA Region 10 Seattle
Site Name: HARBOR ISLAND, WA	
Site ID Number: WAD980722839	
CCSC: B2C - Hazardous Waste Enforcement Spt-General	
Management Structure Code (CWIS): 010583	Command Indicator Code: 99EPA

Direct Fund Cite (Contract) Funding (68X8145):	
Previous Amount:	0.00
Amount of Funding:	0.00
Revised Amount	0.00

Revised Reimbursable Funding (96X3122):	
Previous Amount:	305,000.00
Amount of Funding: (EPA Source Appropriation 68-68X8145)	150,000.00
Revised Amount	455,000.00

Total Funding	455,000.00
---------------	------------

Expiration Date: 02/28/2017

PIF Information POC:

Marvene Seaman


marvene.l.seaman@usace.army.mil
Phone: (402) 697-2425
Fax: (402) 697-2613

CEHNC-EMS (E. Hines)
CENWD-PDM (L. Lien)

DW96957583

Page 1

S/F

 <p>United States Environmental Protection Agency Washington, DC 20460</p> <p>Interagency Agreement/ Amendment</p> <p>Part 1 - General Information</p>		1. EPA IA Identification Number DW-96-95758301 - 8		2. Funding Location by Region EPA R10	
		3. Other Agency IA ID Number (If known)		4. Awarding Office IASSC West	
		5. Type of Action Augmentation: Increase		6. IA Specialist: Aaron Simril 206-553-0459 Simril.Aaron@epa.gov	
7. Name and Address of EPA Organization US Environmental Protection Agency IASSC West 1200 Sixth Avenue, Suite 900, OMP-173 Seattle, WA 98101			8. Name and Address of Other Agency U.S. Army Corps of Engineers EM CX 1616 Capitol Ave., Suite 9200 (CEHNC-CX-ES) Omaha, NE 68102-9200		
9. DUNS: 029128894		10. BETC: DISB		11. DUNS: DOD964126	
12. BETC: COLL					
13. Project Title and Description East Waterway Operable Unit Supplemental Remedial Investigation and Feasibility Study (RI/FS). HARBOR ISLAND EWW - WAD980722839 To conduct a final remedial investigation and feasibility study (RI/FS) on an active waterway where ongoing maintenance dredging and shoreline structural repair is required. This amendment increases Federal funding by \$165,000, changes the IA Specialist to Aaron Simril, and updates the Terms and Conditions.					
14. EPA Project Officer (Name, Address, Telephone Number) Ravi Sanga 1200 Sixth Avenue, Suite 900 Seattle, WA 98101 206-553-4092 E-Mail: Sanga.Ravi@epamail.epa.gov FAX:			15. Other Agency Project Officer (Name, Address, Telephone) Marvene Seaman 1616 Capitol Ave., Suite 9200 (CEHNC-CX-ES) Omaha, NE 68102-9200 402-697-2425 E-Mail: Marvene.L.Seaman@usace.army.mil FAX: 402-697-2613		
16. Project Period: 03/01/2007 to 02/28/2017			17. Budget Period: 03/01/2007 to 02/28/2017		
18. Scope of Work (See Attachment) The Scope of Work remains the same.					
19. Employer/Tax ID No. 520852695		20. CAGE No: 347A4		21. ALC: 68-01-0727	
22. Statutory Authority for Transfer of Funds and Interagency Agreement CERCLA: Secs. 105(a)(4) & 115 and Executive Order 12580				23. Other Agency Type Federal Agency	
24. Revise Reimbursable Funds and Direct Fund Cites (only complete if applicable)					
	Previous Funding		This Action		Amended Total
Revise Reimbursable (In-house)					0.00
Direct Fund Cite (contractor)					0.00
Total					0.00
	Previous Amount		Amount This Action		Total Amount
25. EPA Amount	\$455,000.00		\$165,000.00		\$620,000.00
26. EPA In-Kind Amount					\$0.00
27. Other Agency Amount			\$0.00		\$0.00
28. Other Agency In-Kind Amount					\$0.00
29. Total Project Cost	\$455,000.00		\$165,000.00		\$620,000.00
30. Fiscal Information					
Treas. Symbol	DCN	FY	Appropriation	Budget Org	PRC
068-68X8145	1510QKA012	15	TR2B	10Q0XDG	303DD2
Object Class	Site/Project	Cost Org	Ob/Ds-Ob Amt		
2506	10DGBD10	C003	165,000.00		

REVIEWED

By Jeffrey Marsala at 1:59 pm, Jun 23, 2015

Part II - Approved Budget				EPA IAG Identification Number DW-96-95758301 - 8
31. Budget Categories	Itemization of All Previous Actions	Itemization of This Action	In-Kind Itemization of This Action	Itemization of Total Project Cost to Date
(a) Personnel	\$170,080.00	\$63,390.00		\$233,470.00
(b) Fringe Benefits	\$97,067.00	\$38,034.00		\$135,101.00
(c) Travel	\$8,405.00	\$1,200.00		\$9,605.00
(d) Equipment	\$0.00			\$0.00
(e) Supplies	\$0.00			\$0.00
(f) Procurement / Assistance	\$0.00			\$0.00
(g) Construction	\$0.00			\$0.00
(h) Other	\$4,830.00			\$4,830.00
(i) Total Direct Charges	\$280,382.00	\$102,624.00	\$0.00	\$383,006.00
(j) Indirect Costs:	\$174,618.00	\$62,376.00		\$236,994.00
Charged - Amount Rate: 61.5% Base: \$101,425.00 Not Charged: Funds-Out: Not charged by Other Agency Estimate by other Agency Amount \$				
(k) Total (EPA Share 100.00 %) (Other Agency Share 0.00 %)	\$455,000.00	\$165,000.00	\$0.00	\$620,000.00
32. How was the IDC Base calculated? Personnel + Fringe				
33. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Identify all equipment costing \$1,000 or more) N/A				
34. Are any of these funds being used on Procure/Assistance agreements? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Type of Procure/Assistance Agreement				
Contractor/Recipient Name (if known)	Total Procure/Assistance Amount Under This Project		Percent Funded by EPA (if known)	
	Total \$ 0.00			
Part III - Funding Methods and Billing Instructions				
35.	(Note: EPA Agency Location Code (ALC) - 68010727)			
<input checked="" type="checkbox"/> Disbursement Agreement	Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Office, Cincinnati, OH 45268-7002:			
<input checked="" type="checkbox"/> Repayment	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Upon Completion of Work			
<input type="checkbox"/> Advance	Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002.			
<input type="checkbox"/> Allocation Transfer-Out	Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hdqtrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460.			
36. <input type="checkbox"/> Reimbursement Agreement	<input type="checkbox"/> Repayment <input type="checkbox"/> Advance			
<input type="checkbox"/> Allocation Transfer-In				
Other Agency's Billing Address (Include ALC or Station Symbol Number)			Other Agency's Billing Instructions and Frequency	
			Other Agency TAS	

RECEIVED

JUN 23 2015

Part IV - Acceptance Conditions**EPA Identification Number**

DW-96-95758301 - 8

37. Terms and Conditions, when included, are located at the end of the 1610-1, or as an attachment.

Part V - Offer and Acceptance

Note: A) For Fund-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants and IA Management Division for Headquarters agreements or to the appropriate EPA Regional IA administration office within 3 calendar weeks after receipt or within any extension of time that may be granted by EPA. The agreement/amendment must be forwarded to the address cited in Item 29 after acceptance signature.

Failure to return the properly executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency after the document is signed by the EPA Award Official, which the Award Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.

B) For Funds-In actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IA administration office for signature on behalf of the EPA. EPA will return one original copy after acceptance returned to the other agency after acceptance.

EPA IA Administration Office (for administrative assistance)**EPA Program Office (for technical assistance)****38. Organization/Address**

U.S. Environmental Protection Agency
IASSC West
1200 Sixth Avenue, Suite 900, OMP-173
Seattle, WA 98101

39. Organization/Address

US Environmental Protection Agency
R10 - Region 10
1200 Sixth Avenue, Suite 900
Seattle, WA 98101

Award Official on Behalf of the Environment Protection Agency

40. Digital signature applied by EPA Award Official | Tony Fournier - Acting Manager - Grants and Interagency Agreements Unit

Date

06/22/2015

Authorizing Official on Behalf of the Other Agency

41. Signature

Typed Name and Title

Date

[Signature] Pamela R. Kromholz, NWS Spaford PM 6/22/15

Administrative Conditions

The following IA Terms and Conditions have been updated:

USACE Special Terms and Conditions - updated January 2015

The U.S. Army Corps of Engineers (USACE) agrees to meet the site-specific financial management and recordkeeping responsibilities contained in EPA's "Superfund Financial Management and Recordkeeping Guidance for Federal Agencies" (January 1989).

1. Cost Documentation Requirements

EPA, acting as manager of the Hazardous Substances Superfund, requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorizes EPA to recover from responsible parties all government costs incurred during a response action. In order to help assure oversight and successful recovery of CERCLA funds, both USACE and EPA have responsibilities under this agreement. The USACE accounting system reports must be supported by site - and activity-specific cost documentation. The USACE will organize and retain in a site file documentation of costs by site and activity (e.g. vouchers, billing statements, evidence of payment, audit reports) as follows:

a. Direct Costs

- Payroll - timesheets or timecards to support hours charged to a particular site, including the signature of the employee and/or the employee's supervisor.
- Travel - travel authorizations (including purpose of trip), local travel vouchers, traveler's reimbursement vouchers, carrier bills (including airline tickets), government owned vehicle bills, appropriate receipts for hotel, car rental, etc., proof of payment. Proof of payment is satisfied by providing a copy of the accomplished Standard Form (SF) 1166 "Voucher and Schedule of Payment" or equivalent.
- Contractor Services - copies of contracts, requests for proposals (RFPs), detailed evaluations of contractor bids, contractor invoices, USACE project officer approvals of invoices, and proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF 1166 or equivalent.
- Supplies and Equipment - EPA authorizations to purchase non-expendable property of \$1,000 or more, vendor invoices, proof of payment, and hourly records of equipment use, when applicable.
- Any other direct costs not included in the above categories.

b. Indirect Costs

If indirect costs are not calculated by the USACE accounting system, a worksheet showing calculations of indirect costs charged to a site will be retained by the USACE.

Under this IA, the USACE certifies: 1) that any indirect costs included in billings to EPA represent, in accordance with GAO principles, indirect costs that would not have been otherwise incurred by the USACE, or 2) that explicit Congressional authority exists for charging other than incremental costs of performance.

2. Reporting Requirements

- a. EPA regions and staff who are developing the IA should consider the anticipated project scope, schedule and costs, and discuss with the performing agency the appropriate level of detail for monthly

reports, and agree on the content and format. EPA will use these reports as a tool to monitor site activities.

b. The USACE will provide monthly progress reports to the EPA Project Officer and to the EPA Remedial Project Manager. The format and contents for monthly progress reports will follow recommendations provided in EPA's March 2008 OSRTI guidance memorandum entitled: "Monthly Project Reporting for Superfund Interagency Agreements to the U.S. Army Corps of Engineers". The monthly progress reports should minimally contain the following:

- A cover letter which includes the Site Name and IA Number.
- Summary of work performed for current period.
- Estimate of the percentage of the project completed.
- Accounting of funds expended during the reporting period and on the project to date, which includes budget category cost breakdown.
- Summaries of all change orders and claims made on contracts during the reporting period.
- Summaries of all contacts with representatives of the local community, public interest groups, or State government during the reporting period.
- Summaries of all problems or potential problems encountering during the reporting period.
- Projected work for the next reporting period.
- Copy of the SF 1080 billings statement clearly marked "copy".

c. The USACE will submit a complete and signed Request for Reimbursement (SF-1080) to the EPA Financial Management Center, Cincinnati (CFMC), containing, as appropriate, USACE cost by budget category identified by site, site-specific account number, and IA number. The USACE will follow the procedures contained in EPA's OERR Directive, Memorandum 9295.2-04 entitled "EPA/U.S. Army Corps of Engineers Payment Process, Direct Cite Revised Reimbursement Methods" (available at the following website: <http://www.epa.gov/superfund/cleanup/pdfs/rdra/payment.pdf>). Upon receipt of the USACE certified bills, CFMC processes payment to USACE. Payment will be made within 5 days of receipt and without certification by the EPA Regional Program Office except for final billings. The USACE project manager will provide one copy of the SF 1080 billings clearly marked "copy" with the monthly status report to the EPA Project Officer and one copy to the EPA Remedial Project Manager. If EPA detects any apparent discrepancies with the payment request, the problem should be discussed and resolved with the USACE Project Manager. Any changes required to subsequent payment requests will be documented in a memorandum from the EPA Project Officer to the USACE project manager.

d. The USACE will provide a final inventory of property, within one month of the end of the Interagency Agreement performance period, describing the condition of each item. The USACE will require all contractors to provide a final inventory of property prior to their final contract payment. If the duration of the project is greater than one year, USACE will provide an annual inventory of all property acquired by or furnished to USACE with EPA funds.

3. Cost Recovery

In the event of a contemplated cost recovery action, the USACE will provide to EPA or the Department of Justice (DOJ) a cost documentation package detailing site-specific costs and including copies of the back up documentation. In some cases, these requests from EPA or DOJ may require that this documentation be provided in less than thirty days. If additional time is required to comply with a request, the USACE will negotiate with EPA or DOJ a schedule for responding. The USACE will provide EPA with a contact for

obtaining necessary site-specific accounting information and documentation.

4. Cost Collection Upon Cancellation

If EPA cancels the IA, the USACE is authorized to collect costs incurred prior to cancellation of the IA plus termination costs, up to the total payment amount provided for under the agreement.

5. Record Retention Requirements

The USACE will retain the documents describe in these "Special Conditions" for a minimum of thirty years after submission of a final SF 1080 for a site or sites, after which USACE must obtain written permission from the authorized EPA official before disposing of any of the records. The USACE will require all contractors entering into cost reimbursable type contracts to establish and maintain cost documentation as described above.

6. Audits

a. Superfund cost documentation information must be available for audit or verification upon request of authorized auditing agencies.

b. If an audit determines that any direct or indirect costs charged to EPA by the USACE are unallowable, the USACE will notify EPA immediately following the release of the audit.

7. Final Inspection and Certification

The EPA Remedial Project Manager and Project Officer will participate in the final project inspection, as deemed necessary, to ensure all activities identified in the statement of work have been implemented. At project completion, the EPA Remedial Project Manager and Project Officer will review the final monthly and financial reports provided by the performing agency. If appropriate, EPA will initiate the IA closeout process.

8. Financial Closeout

Within six months after completion of the projects/activities, the USACE will send a letter to EPA Regional IA Coordinator stating that the project has been completed and give the total amount of funds utilized and the amount of excess funds to be deobligated and returned to EPA.

9. Other EPA Involvement

a. If the Direct Fund Cite Method applies, payment by EPA to USACE contractors is contingent upon receipt of a USACE certified payment request. Reimbursement to USACE for in-house costs is contingent upon receipt of a USACE certified reimbursement request (SF 1080).

b. If the Direct Fund Cite Method does not apply, reimbursement to USACE for all costs (contract and in-house) is contingent upon receipt of a USACE certified reimbursement request (SF 1080).

c. Final project payments for specific contracts and in-house cost should be reviewed and approved by the EPA Regional Program Office.

10. Procurement

If this IA includes assisted acquisitions, EPA will coordinate with the performing agency prior to issuance of a contract solicitation, request for proposals under an existing contract or issuing a task order under an existing contract, to ensure that any applicable agency-specific terms and conditions are incorporated into the contract and that the statement of work is within the scope of this IA.

11. Equipment Disposition

EPA will hold title to all property acquired with Superfund monies. EPA will provide the USACE with property disposition instructions upon termination of the IA and receive fair-market value for any property disposed of or used for non-Superfund activities.

12. Minority Business Utilization

In accordance with Public Law 102-389, EPA's policy requires, to the fullest extent possible, that at least 8% of its overall Federal funding for prime and subcontracts awarded in support of authorized programs be awarded to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including historically Black colleges and universities and women. In accordance with CERCLA, as amended (P.L. 99-499), Section 105, any Federal agency awarding contracts, grants, or cooperative agreements utilizing Superfund monies shall consider the availability of minority contractors for participation in contracts. This includes but is not limited to: contracts, subcontracts, SBA 8(a) awards and any subagreements.

Consistent with the above statutes and policy, the USACE agrees, in awarding contracts under this IA, to comply with the utilization requirements for Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) set forth. USACE also agrees to comply with the Small Business Act, 15 U.S.C. 631 et seq and the annual Small Business goals it negotiated with the Small Business Administration (SBA).

All reporting on MBE/WBE and small business accomplishments will be accomplished through the existing federal contracting reporting mechanism, currently the "Federal Procurement Data System, Next Generation (FPDS-NG)," which is available at: <https://www.fpds.gov/fpdsng/cms/>.

13. Project Specific Conditions

- a. The USACE will invite (with reasonable notice) the EPA RPM to participate in contractor meetings in which scope of the project and/or progress is discussed.
- b. The USACE will invite the EPA RPM to participate in the contractor selection process, as appropriate.
- c. The USACE will have final authority for contract bids, shop drawings and contract modifications that may occur/be prepared during the course of the contract (within contingency fund limitations).
- d. The USACE Project Manager will regularly brief the EPA RPM on the current status of the project. Briefings will be monthly unless a different frequency is mutually agreed upon by both project managers. Emphasis will be placed on project budget, expenditure rates, and schedule.
- e. The USACE personnel and its contractors will have the appropriate safety training and be involved as appropriate in a medical monitoring program as specified in 29 CFR Part 1910; 51 CFR 45663 - 45675; and Section 125(e) of CERCLA, as amended.
- f. All project deliverables will be reviewed by appropriate USACE and EPA personnel within 30 days unless a different frequency is mutually agreed upon by both USACE and EPA Project Managers. Shortened time frames may be appropriate in cases of expedited schedules.
- g. Upon request, the USACE will, in a timely manner, submit to the EPA RPM all final negotiated contracts and contract modifications with budget information.
- h. Under situations where private contractors or subcontractors who are attempting to contract or are under contract with USACE under this IA have claimed some information as Confidential Business Information (CBI), USACE will ensure that such private contractors or subcontractors mark the information as CBI or similar claim of confidentiality. The USACE will then inform EPA immediately in writing when such a claim has been received, and forward the information marked CBI to EPA for EPA review. EPA's

Office of General Counsel or Office of Regional Counsel will then decide whether the CBI claim is valid. If EPA determines that the information is CBI, USACE and EPA cannot release that information under the Freedom of Information Act (FOIA). If USACE or EPA did not ask the private contractors or subcontractors to identify CBI in its document submittals, and there is a FOIA request, USACE or EPA will have to go back to the private contractors or subcontractors and ask them to identify any CBI. If any questions arise regarding whether or not information is releasable under FOIA, USACE and EPA staff should request that the EPA Project Officer managing the IA contact EPA's Office of General Counsel or Office of Regional Counsel, or the local EPA FOIA Officer, for assistance.

i. If the EPA Project Officer changes during the period of performance of the IA, EPA should submit an IA Amendment Form as soon as the change occurs.

j. On an annual basis, EPA will conduct a performance feedback survey, fully coordinated with EPA, to assess work assigned to USACE through the IA during the calendar year. The purpose of this feedback survey is to assess the performance of USACE in carrying out assigned Superfund work during the calendar year. The survey includes survey questions that would be filled out by the RPM regarding USACE performance under the IA. For any sites where an RPM provides a low rating of '1' or '2' for any response to this feedback survey, USACE Headquarters will request that the USACE Project Manager contact the RPM to discuss the reasons for that rating and work out how to best resolve the problems or issues raised by the RPM.

14. Resolution of Disagreements

Should disagreements arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, available at <http://www.fms.treas.gov/tfm/index.html>.

If USACE and EPA cannot concur nor conditionally concur regarding any aspect of work associated with EPA and USACE activities under this IA, such disputes shall be resolved at the lowest level possible within EPA and USACE. In such instances, USACE district or division staff may sequentially elevate the matter to the Commander of the USACE district or division office that is managing the IA for resolution, and EPA regional or headquarters staff may sequentially elevate the matter to the Director of EPA's Superfund or Waste Management Division with the EPA regional or headquarters office that is managing the IA for resolution.

15. Quality Assurance

If this IA involves the collection, generation, or use of environmental data or information, then a Quality Management Plan (QMP) and a Quality Assurance Project Plan (QAPP) must be developed and used in accordance with existing Regional and National Program Office QA policies, guidelines, SOPs, etc. Within these broad QM/QA guidelines, specific requirements for a given project will be detailed in the Statement of Work (SOW) as an attachment to each IA. If mutually agreed, QMPs may address multiple projects and be submitted periodically, rather than project specifically. The USACE is responsible for reviewing and approving any contractor work for consistency with these QA requirements. Any guidance referenced herein will be superseded by updates or new Requirements/Guidance as they become available. EPA may perform periodic Quality System and/or project-related assessments. The most recent QMP and QAPP Guidance and Requirements can be found at: <http://www.epa.gov/fedfac/documents/qualityassurance.htm> and with QMP guidelines found under "Uniform Federal Policy for Implementing Quality Systems" and QAPP guidelines as "Part 1: UFP QAPP

Manual" and also at Part 2A, Part 2A(e), and Part 2B.

16. Sufficient Progress

EPA expressly reserves the right to terminate the IA for failure to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the Statement of Work, the time remaining for performance, and/or the availability of funds necessary to complete performance. In exercising this right to terminate, EPA will follow the procedures for terminating the IA in Terms and Conditions.

17. Restrictions on FY 12 and Later Funding for Corporations with Unpaid Federal Tax Liabilities and Felony Convictions (for funds-out awards with funds in procurement /assistance) (updated 1/21/2015)

This interagency agreement (IA) obligates and transfers or advances EPA funds appropriated under Public Law 113-235 (the Consolidated and Further Continuing Appropriations Act, 2015) or previous Appropriations (including FY12, FY13 and FY14).

These Act(s) provide that none of the funds made available may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation that:

- was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government; or
- has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

Accordingly, by accepting the award of this IA, the federal agency agrees that it will comply with and implement these prohibitions for any contract, assistance agreement, loan, loan guarantee or other instrument with any corporation that will be funded with funds provided under this IA. Non-compliance with these provisions may implicate the Antideficiency Act. The Recipient will forward to the EPA Award Official, within 45 days, any determination and documentation supporting an award where suspension and debarment are considered by the awarding agency.

18. Inherently Governmental

In accordance with FAR 7.503(c)&(d), funding provided by EPA and placed on service contracts cannot be used for project(s) which would constitute inherently governmental functions. In addition, the USACE shall not utilize EPA funds on USACE service contracts for any contractor activities to be performed that are inherently governmental, exempt from private sector performance, or that are so closely associated as to approach inherently governmental because of the nature of the function, the manner in which the contractor performs the contract, or the manner in which the Governmental administers contractor performance.

END OF DOCUMENT

EPA SUPERFUND PROGRAM AMENDMENT

Increase Funding

(Use EPA Source Appropriation 68-68X8145 for Funding Increase)

To: Seattle District
Attn: CENWS-PM-EM (Pam Kromholtz)

EPA IAG No. DW96957583-01-8
P2 Project Name: **ESO DW96957583-000**
Date: 22 June 2015 EPA Region 10 Seattle
Site Name: **HARBOR ISLAND, WA**
Site ID Number: WAD980722839
CCSC: **B2C – Hazardous Waste Enforcement Support - General**
Management Structure Code (CWIS): **010583** Command Indicator Code: **99EPA**

Direct Fund Cite (Contract) Funding (68X8145):

Previous Amount:	-0-
Amount of Funding:	-0-
Revised Amount	-0-

Revised Reimbursable Funding (96X3122):

Previous Amount:	455,000
Amount of Funding: (EPA Source Appropriation 68-68X8145)	165,000
Revised Amount	620,000

Total Funding	620,000
---------------	---------

Expiration Date: 2/28/2017

PIF Information POC:

Marvene Seaman

marvene.l.seaman@usace.army.mil

Phone: (402) 697-2425

Fax: (402) 697-2613

CF:

Page 1 (S / F)



Part 1 - General Information

6. IA Specialist:
Kathy Tsing-Choy
206-553-4688
tsing-choy.kathy@epa.gov

8. Name and Address of Other Agency
U.S. Army Corps of Engineers EM CX
1616 Capitol Avenue (CEHNC-EM)
Omaha, NE 68102-9200

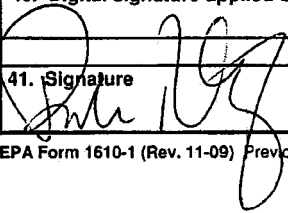
log

12. BETC: COLL

[illegible]

INFORMATION ONLY

Part II - Approved Budget				EPA IAG Identification Number DW-96-95758301 - 9
31. Budget Categories	Itemization of All Previous Actions	Itemization of This Action	In-Kind Itemization of This Action	Itemization of Total Project Cost to Date
(a) Personnel	\$233,470.00			\$233,470.00
(b) Fringe Benefits	\$135,101.00			\$135,101.00
(c) Travel	\$9,605.00			\$9,605.00
(d) Equipment	\$0.00			\$0.00
(e) Supplies	\$0.00			\$0.00
(f) Procurement / Assistance	\$0.00			\$0.00
(g) Construction	\$0.00			\$0.00
(h) Other	\$4,830.00			\$4,830.00
(i) Total Direct Charges	\$383,006.00	\$0.00	\$0.00	\$383,006.00
(j) Indirect Costs:	\$236,994.00	\$0.00	\$0.00	\$236,994.00
Charged - Amount Rate: % Base: \$ Not Charged: Funds-Out: Not charged by Other Agency Estimate by other Agency Amount \$				
(k) Total (EPA Share 100.00 %) (Other Agency Share 0.00 %)	\$620,000.00	\$0.00	\$0.00	\$620,000.00
32. How was the IDC Base calculated?				
33. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Identify all equipment costing \$1,000 or more)N/A				
34. Are any of these funds being used on Procure/Assistance agreements? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Type of Procure/Assistance Agreement				
Contractor/Recipient Name (if known)	Total Procure/Assistance Amount Under This Project		Percent Funded by EPA (if known)	
	Total \$ 0.00			
Part III - Funding Methods and Billing Instructions				
35. (Note: EPA Agency Location Code (ALC) - 68010727)				
<input checked="" type="checkbox"/> Disbursement Agreement	Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Office, Cincinnati, OH 45268-7002:			
<input checked="" type="checkbox"/> Repayment	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Upon Completion of Work			
<input type="checkbox"/> Advance	Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002.			
<input type="checkbox"/> Allocation Transfer-Out	Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hdqtrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460.			
36. <input type="checkbox"/> Reimbursement Agreement <input type="checkbox"/> Repayment <input type="checkbox"/> Advance				
<input type="checkbox"/> Allocation Transfer-In				
Other Agency's Billing Address (Include ALC or Station Symbol Number)			Other Agency's Billing Instructions and Frequency	
			Other Agency TAS	

Part IV - Acceptance Conditions		EPA Identification Number DW-96-95758301 - 9
37. Terms and Conditions, when included, are located at the end of the 1610-1, or as an attachment.		
<p align="center">Part V - Offer and Acceptance</p> <p>Note: A) For Fund-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants and IA Management Division for Headquarters agreements or to the appropriate EPA Regional IA administration office within 3 calendar weeks after receipt or within any extension of time that may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance signature.</p> <p>Failure to return the properly executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency after the document is signed by the EPA Award Official, which the Award Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.</p> <p>B) For Funds-In actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IA administration office for signature on behalf of the EPA. EPA will return one original copy after acceptance returned to the other agency after acceptance.</p>		
EPA IA Administration Office (for administrative assistance)		EPA Program Office (for technical assistance)
38. Organization/Address U.S. Environmental Protection Agency IASSC West 1200 Sixth Avenue, Suite 900, OMP-173 Seattle, WA 98101		39. Organization/Address US Environmental Protection Agency R10 - Region 10 1200 Sixth Avenue, Suite 900 Seattle, WA 98101
Award Official on Behalf of the Environment Protection Agency		
40. Digital signature applied by EPA Award Official John Schaub - IA Specialist		Date 12/19/2016
Authorizing Official on Behalf of the Other Agency		
41. Signature 	Typed Name and Title Pamela Kunkholz AWS Engineer Rm	Date 12/19/16

Administrative Conditions

USACE Special Terms and Conditions - updated October 2016

The U.S. Army Corps of Engineers (USACE) agrees to meet the site-specific financial management and recordkeeping responsibilities contained in EPA's "Superfund Financial Management and Recordkeeping Guidance for Federal Agencies" (January 1989).

1. Cost Documentation Requirements

EPA, acting as manager of the Hazardous Substances Superfund, requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorizes EPA to recover from responsible parties all government costs incurred during a response action. In order to help assure oversight and successful recovery of CERCLA funds, both USACE and EPA have responsibilities under this agreement. The USACE accounting system reports must be supported by site - and activity-specific cost documentation. The USACE will organize and retain in a site file documentation of costs by site and activity (e.g. vouchers, billing statements, evidence of payment, audit reports) as follows:

a. Direct Costs

- Payroll - timesheets or timecards to support hours charged to a particular site, including the signature of the employee and/or the employee's supervisor.
- Travel - travel authorizations (including purpose of trip), local travel vouchers, traveler's reimbursement vouchers, carrier bills (including airline tickets), government owned vehicle bills, appropriate receipts for hotel, car rental, etc., proof of payment. Proof of payment is satisfied by providing a copy of the accomplished Standard Form (SF) 1166 "Voucher and Schedule of Payment" or equivalent.
- Contractor Services - copies of contracts, requests for proposals (RFPs), detailed evaluations of contractor bids, contractor invoices, USACE project officer approvals of invoices, and proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF 1166 or equivalent.
- Supplies and Equipment - EPA authorizations to purchase non-expendable property of \$1,000 or more, vendor invoices, proof of payment, and hourly records of equipment use, when applicable.
- Any other direct costs not included in the above categories.

b. Indirect Costs

If indirect costs are not calculated by the USACE accounting system, a worksheet showing calculations of indirect costs charged to a site will be retained by the USACE.

Under this IA, the USACE certifies: 1) that any indirect costs included in billings to EPA represent, in accordance with GAO principles, indirect costs that would not have been otherwise incurred by the USACE, or 2) that explicit Congressional authority exists for charging other than incremental costs of performance.

2. Reporting Requirements

a. EPA regions and staff who are developing the IA should consider the anticipated project scope, schedule and costs, and discuss with the performing agency the appropriate level of detail for monthly

reports, and agree on the content and format. EPA will use these reports as a tool to monitor site activities.

b. The USACE will provide monthly progress reports to the EPA Project Officer and to the EPA Remedial Project Manager. The format and contents for monthly progress reports will follow recommendations provided in EPA's March 2008 OSRTI guidance memorandum entitled: "Monthly Project Reporting for Superfund Interagency Agreements to the U.S. Army Corps of Engineers". The monthly progress reports should minimally contain the following:

- A cover letter which includes the Site Name and IA Number.
- Summary of work performed for current period.
- Estimate of the percentage of the project completed.
- Accounting of funds expended during the reporting period and on the project to date, which includes budget category cost breakdown.
- Summaries of all change orders and claims made on contracts during the reporting period.
- Summaries of all contacts with representatives of the local community, public interest groups, or State government during the reporting period.
- Summaries of all problems or potential problems encountered during the reporting period.
- Projected work for the next reporting period.
- Copy of the SF 1080 billings statement clearly marked "copy".

c. The USACE will submit a complete and signed Request for Reimbursement (SF-1080) to the EPA Financial Management Center, Cincinnati (CFMC), containing, as appropriate, USACE cost by budget category identified by site, site-specific account number, and IA number. The USACE will follow the procedures contained in EPA's OERR Directive, Memorandum 9295.2-04 entitled "EPA/U.S. Army Corps of Engineers Payment Process, Direct Cost Revised Reimbursement Methods" (available at the following website: <https://semspub.epa.gov/work/HQ/174048.pdf>). Upon receipt of the USACE certified bills, CFMC processes payment to USACE. Payment will be made within 5 days of receipt and without certification by the EPA Regional Program Office except for final billings. **The USACE project manager will provide one copy of the SF 1080 billings clearly marked "copy" with the monthly status report to the EPA Project Officer and one copy to the EPA Remedial Project Manager.** If EPA detects any apparent discrepancies with the payment request, the problem should be discussed and resolved with the USACE Project Manager. Any changes required to subsequent payment requests will be documented in a memorandum from the EPA Project Officer to the USACE project manager.

d. The USACE will provide a final inventory of property, within one month of the end of the Interagency Agreement performance period, describing the condition of each item. The USACE will require all contractors to provide a final inventory of property prior to their final contract payment. If the duration of the project is greater than one year, USACE will provide an annual inventory of all property acquired by or furnished to USACE with EPA funds.

3. Cost Recovery

In the event of a contemplated cost recovery action, the USACE will provide to EPA or the Department of Justice (DOJ) a cost documentation package detailing site-specific costs and including copies of the back up documentation. In some cases, these requests from EPA or DOJ may require that this documentation be provided in less than thirty days. If additional time is required to comply with a request, the USACE will negotiate with EPA or DOJ a schedule for responding. The USACE will provide EPA with a contact for

obtaining necessary site-specific accounting information and documentation.

4. Cost Collection Upon Cancellation

If EPA cancels the IA, the USACE is authorized to collect costs incurred prior to cancellation of the IA plus termination costs, up to the total payment amount provided for under the agreement.

5. Record Retention Requirements

The USACE will retain the documents describe in these "Special Conditions" for a minimum of thirty years after submission of a final SF 1080 for a site or sites, after which USACE must obtain written permission from the authorized EPA official before disposing of any of the records. The USACE will require all contractors entering into cost reimbursable type contracts to establish and maintain cost documentation as described above.

6. Audits

- a. Superfund cost documentation information must be available for audit or verification upon request of authorized auditing agencies.
- b. If an audit determines that any direct or indirect costs charged to EPA by the USACE are unallowable, the USACE will notify EPA immediately following the release of the audit.

7. Final Inspection and Certification

The EPA Remedial Project Manager and Project Officer will participate in the final project inspection, as deemed necessary, to ensure all activities identified in the statement of work have been implemented. At project completion, the EPA Remedial Project Manager and Project Officer will review the final monthly and financial reports provided by the performing agency. If appropriate, EPA will initiate the IA closeout process.

8. Financial Closeout

Within six months after completion of the projects/activities, the USACE will send a letter to EPA Regional IA Coordinator stating that the project has been completed and give the total amount of funds utilized and the amount of excess funds to be deobligated and returned to EPA.

9. Other EPA Involvement

- a. If the Direct Fund Cite Method applies, payment by EPA to USACE contractors is contingent upon receipt of a USACE certified payment request. Reimbursement to USACE for in-house costs is contingent upon receipt of a USACE certified reimbursement request (SF 1080).
- b. If the Direct Fund Cite Method does not apply, reimbursement to USACE for all costs (contract and in-house) is contingent upon receipt of a USACE certified reimbursement request (SF 1080).
- c. Final project payments for specific contracts and in-house cost should be reviewed and approved by the EPA Regional Program Office.

10. Procurement

If this IA includes assisted acquisitions, EPA will coordinate with the performing agency prior to issuance of a contract solicitation, request for proposals under an existing contract or issuing a task order under an existing contract, to ensure that any applicable agency-specific terms and conditions are incorporated into the contract and that the statement of work is within the scope of this IA.

11. Equipment Disposition

EPA will hold title to all property acquired with Superfund monies. EPA will provide the USACE with property disposition instructions upon termination of the IA and receive fair-market value for any property disposed of or used for non-Superfund activities.

12. Minority Business Utilization

In accordance with Public Law 102-389, EPA's policy requires, to the fullest extent possible, that at least 8% of its overall Federal funding for prime and subcontracts awarded in support of authorized programs be awarded to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including historically Black colleges and universities and women. In accordance with CERCLA, as amended (P.L. 99-499), Section 105, any Federal agency awarding contracts, grants, or cooperative agreements utilizing Superfund monies shall consider the availability of minority contractors for participation in contracts. This includes but is not limited to: contracts, subcontracts, SBA 8(a) awards and any subagreements.

Consistent with the above statutes and policy, the USACE agrees, in awarding contracts under this IA, to comply with the utilization requirements for Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) set forth. USACE also agrees to comply with the Small Business Act, 15 U.S.C. 631 et seq and the annual Small Business goals it negotiated with the Small Business Administration (SBA).

All reporting on MBE/WBE and small business accomplishments will be accomplished through the existing federal contracting reporting mechanism, currently the "Federal Procurement Data System, Next Generation (FPDS-NG)," which is available at: <https://www.fpds.gov/fpdsng/cms/>.

13. Project Specific Conditions

- a. The USACE will invite (with reasonable notice) the EPA RPM to participate in contractor meetings in which scope of the project and/or progress is discussed.
- b. The USACE will invite the EPA RPM to participate in the contractor selection process, as appropriate.
- c. The USACE will have final authority for contract bids, shop drawings and contract modifications that may occur/be prepared during the course of the contract (within contingency fund limitations).
- d. The USACE Project Manager will regularly brief the EPA RPM on the current status of the project. Briefings will be monthly unless a different frequency is mutually agreed upon by both project managers. Emphasis will be placed on project budget, expenditure rates, and schedule.
- e. The USACE personnel and its contractors will have the appropriate safety training and be involved as appropriate in a medical monitoring program as specified in 29 CFR Part 1910; 51 CFR 45663 - 45675; and Section 125(e) of CERCLA, as amended.
- f. All project deliverables will be reviewed by appropriate USACE and EPA personnel within 30 days unless a different frequency is mutually agreed upon by both USACE and EPA Project Managers. Shortened time frames may be appropriate in cases of expedited schedules.
- g. Upon request, the USACE will, in a timely manner, submit to the EPA RPM all final negotiated contracts and contract modifications with budget information.
- h. Under situations where private contractors or subcontractors who are attempting to contract or are under contract with USACE under this IA have claimed some information as Confidential Business Information (CBI), USACE will ensure that such private contractors or subcontractors mark the information as CBI or similar claim of confidentiality. The USACE will then inform EPA immediately in writing when such a claim has been received, and forward the information marked CBI to EPA for EPA review. EPA's

Office of General Counsel or Office of Regional Counsel will then decide whether the CBI claim is valid. If EPA determines that the information is CBI, USACE and EPA cannot release that information under the Freedom of Information Act (FOIA). If USACE or EPA did not ask the private contractors or subcontractors to identify CBI in its document submittals, and there is a FOIA request, USACE or EPA will have to go back to the private contractors or subcontractors and ask them to identify any CBI. If any questions arise regarding whether or not information is releasable under FOIA, USACE and EPA staff should request that the EPA Project Officer managing the IA contact EPA's Office of General Counsel or Office of Regional Counsel, or the local EPA FOIA Officer, for assistance.

i. If the EPA Project Officer changes during the period of performance of the IA, EPA should submit an IA Amendment Form as soon as the change occurs.

j. On an annual basis, EPA will conduct a performance feedback survey, fully coordinated with EPA, to assess work assigned to USACE through the IA during the calendar year. The purpose of this feedback survey is to assess the performance of USACE in carrying out assigned Superfund work during the calendar year. The survey includes survey questions that would be filled out by the RPM regarding USACE performance under the IA. For any sites where an RPM provides a low rating of '1' or '2' for any response to this feedback survey, USACE Headquarters will request that the USACE Project Manager contact the RPM to discuss the reasons for that rating and work out how to best resolve the problems or issues raised by the RPM.

14. Resolution of Disagreements

Should disagreements arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, available at <http://www.fms.treas.gov/tfm/index.html>.

If USACE and EPA cannot concur nor conditionally concur regarding any aspect of work associated with EPA and USACE activities under this IA, such disputes shall be resolved at the lowest level possible within EPA and USACE. In such instances, USACE district or division staff may sequentially elevate the matter to the Commander of the USACE district or division office that is managing the IA for resolution, and EPA regional or headquarters staff may sequentially elevate the matter to the Director of EPA's Superfund or Waste Management Division with the EPA regional or headquarters office that is managing the IA for resolution.

15. Quality Assurance

If this IA involves the collection, generation, or use of environmental data or information, then a Quality Management Plan (QMP) and a Quality Assurance Project Plan (QAPP) must be developed and used in accordance with existing Regional and National Program Office QA policies, guidelines, SOPs, etc. Within these broad QM/QA guidelines, specific requirements for a given project will be detailed in the Statement of Work (SOW) as an attachment to each IA. If mutually agreed, QMPs may address multiple projects and be submitted periodically, rather than project specifically. The USACE is responsible for reviewing and approving any contractor work for consistency with these QA requirements. Any guidance referenced herein will be superseded by updates or new Requirements/Guidance as they become available. EPA may perform periodic Quality System and/or project-related assessments. The most recent QMP and QAPP Guidance and Requirements can be found at:

<http://www.epa.gov/fedfac/documents/qualityassurance.htm> and with QMP guidelines found under "Uniform Federal Policy for Implementing Quality Systems" and QAPP guidelines as "Part 1: UFP QAPP

Manual" and also at Part 2A, Part 2A(e), and Part 2B.

16. Sufficient Progress

EPA expressly reserves the right to terminate the IA for failure to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the Statement of Work, the time remaining for performance, and/or the availability of funds necessary to complete performance. In exercising this right to terminate, EPA will follow the procedures for terminating the IA in Terms and Conditions.

17. Restrictions on FY 12 and Later Funding for Corporations with Unpaid Federal Tax Liabilities and Felony Convictions (for funds-out awards with funds in procurement /assistance) (updated 1/21/2015)

This interagency agreement (IA) obligates and transfers or advances EPA funds appropriated under Public Law 113-235 (the Consolidated and Further Continuing Appropriations Act, 2015) or previous Appropriations (including FY12, FY13 and FY14).

These Act(s) provide that none of the funds made available may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation that:

- was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government; or
- has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

Accordingly, by accepting the award of this IA, the federal agency agrees that it will comply with and implement these prohibitions for any contract, assistance agreement, loan, loan guarantee or other instrument with any corporation that will be funded with funds provided under this IA. Non-compliance with these provisions may implicate the Antideficiency Act. The Recipient will forward to the EPA Award Official, within 45 days, any determination and documentation supporting an award where suspension and debarment are considered by the awarding agency.

18. Inherently Governmental

In accordance with FAR 7.503(c)&(d), funding provided by EPA and placed on service contracts cannot be used for project(s) which would constitute inherently governmental functions. In addition, the USACE shall not utilize EPA funds on USACE service contracts for any contractor activities to be performed that are inherently governmental, exempt from private sector performance, or that are so closely associated as to approach inherently governmental because of the nature of the function, the manner in which the contractor performs the contract, or the manner in which the Governmental administers contractor performance.

Programmatic Conditions

See above

END OF DOCUMENT

EPA SUPERFUND PROGRAM AMENDMENT

Extends Period of Performance to 28 February 2018

To: Seattle District
Attn: CENWS-PM-EM (Pam Kromholtz)

EPA IAG No. DW96957583-01-9	
P2 Project Name: ESO DW96957583-000	
Date: 19 December 2016	EPA Region 10 Seattle
Site Name: Harbor Island, WA	
Site ID Number: WAD980722839	
CCSC: B2C - Hazardous Waste Enforcement Support - General	
Management Structure Code (CWIS): 010583	Command Indicator Code: 99EPA

Direct Fund Cite (Contract) Funding (68X8145):	
Previous Amount:	0.00
Amount of Funding:	0.00
Revised Amount	0.00

Revised Reimbursable Funding (96X3122):	
Previous Amount:	620,000.00
Amount of Funding:	0.00
Revised Amount	620,000.00

Total Funding	620,000.00
---------------	------------

Expiration Date: 02/28/2018

PIF Information POC:

Maureen P. Smith

maureen.p.smith@usace.army.mil
Phone: (402) 697-2581
Fax: (402) 697-2613

CF:
CENWD-PDM (L. Lien/D. Kobler/M. Johansen)


RECEIVED

4/25/17

DW96957583

Page 1


S/F

 <p align="center">United States Environmental Protection Agency Washington, DC 20460</p> <p align="center">Interagency Agreement/Amendment</p> <p align="center">Part 1 - General Information</p>		1. EPA IA Identification Number DW-96-95758301 - A		2. Funding Location by Region EPA R10	
		3. Other Agency IA ID Number (if known)		4. Awarding Office IASSC West	
		5. Type of Action Augmentation: Increase		6. IA Specialist: Kathy Tsing-Choy 206-553-4688 tsing-choy.kathy@epa.gov	
7. Name and Address of EPA Organization US Environmental Protection Agency IASSC West 1200 Sixth Avenue, Suite 900, OMP-173 Seattle, WA 98101			8. Name and Address of Other Agency U.S. Army Corps of Engineers EM CX 1616 Capitol Avenue (CEHNC-EM) Omaha, NE 68102-9200		
9. DUNS: 029128894		10. BETC: DISB		11. DUNS: DOD964126	
12. BETC: COLL					
13. Project Title and Description East Waterway Operable Unit Supplemental Remedial Investigation and Feasibility Study (RI/FS). HARBOR ISLAND EWW - WAD980722839 To conduct a final remedial investigation and feasibility study (RI/FS) on an active waterway where ongoing maintenance dredging and shoreline structural repair is required. This amendment increases EPA funding by \$152,000 for ongoing activities within the approved Scope of Work and updates all terms and conditions.					
14. EPA Project Officer (Name, Address, Telephone Number) Ravi Sanga 1200-Sixth-Avenue, Suite 900 (ECL-122) Seattle, WA 98101 206-553-4092 E-Mail: sanga.ravi@epa.gov FAX:			15. Other Agency Project Officer (Name, Address, Telephone) Maureen P. Smith 1616 Capitol Avenue (CEHNC-EM) Omaha, NE 68102-9200 402-697-2581 E-Mail: Maureen.P.Smith@usace.army.mil FAX: 402-697-2613		
16. Project Period: 03/01/2007 to 02/28/2018			17. Budget Period: 03/01/2007 to 02/28/2018		
18. Scope of Work (See Attachment) SCOPE OF WORK REMAINS THE SAME					
19. Employer/Tax ID No. 520852695		20. CAGE No: 347A4		21. ALC: 68-01-0727	
22. Statutory Authority for Transfer of Funds and Interagency Agreement CERCLA: Secs. 105(a)(4) & 115 and Executive Order 12580				23. Other Agency Type Federal Agency	
24. Revise Reimbursable Funds and Direct Fund Cites (only complete if applicable)					
	Previous Funding		This Action		Amended Total
Revise Reimbursable (in-house)					0.00
Direct Fund Cite (contractor)					0.00
Total					0.00
Funds	Previous Amount		Amount This Action		Total Amount
25. EPA Amount	align="right">\$620,000.00		align="right">\$152,000.00		\$772,000.00
26. EPA In-Kind Amount					\$0.00
27. Other Agency Amount					\$0.00
28. Other Agency In-Kind Amount					\$0.00
29. Total Project Cost	align="right">\$620,000.00		align="right">\$152,000.00		\$772,000.00
30. Fiscal Information					
Treas. Symbol	DCN	FY	Appropriation	Budget Org	PRC
068-68X8145	1710QPA006	17	TR2B	10Q0XDG	303DD2
					Object Class
					2506
					Site/Project
					10DGBD10
					Cost Org
					C003
					Ob/De-Ob Amt
					152,000.00

REVIEWED

By Jeff Marsala at 7:49 am, Apr 26, 2017

Part II - Approved Budget				EPA IAG Identification Number DW-96-95758301 - A
31. Budget Categories	Itemization of All Previous Actions	Itemization of This Action	In-Kind Itemization of This Action	Itemization of Total Project Cost to Date
(a) Personnel	\$233,470.00	\$56,999.00		\$290,469.00
(b) Fringe Benefits	\$135,101.00	\$35,340.00		\$170,441.00
(c) Travel	\$9,605.00	\$1,026.00		\$10,631.00
(d) Equipment	\$0.00			\$0.00
(e) Supplies	\$0.00			\$0.00
(f) Procurement / Assistance	\$0.00			\$0.00
(g) Construction	\$0.00			\$0.00
(h) Other	\$4,830.00			\$4,830.00
(i) Total Direct Charges	\$383,006.00	\$93,365.00	\$0.00	\$476,371.00
(j) Indirect Costs:	\$236,994.00	\$58,635.00		\$295,629.00
Charged - Amount Rate: <u>63.5%</u> Base: <u>\$92,339.00</u> Not Charged: Funds-Out: Not charged by Other Agency Estimate by other Agency Amount \$				
(k) Total (EPA Share 100.00 %) (Other Agency Share 0.00 %)	\$620,000.00	\$152,000.00	\$0.00	\$772,000.00
32. How was the IDC Base calculated? Personnel+Fringe Benefits x Rate				
33. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Identify all equipment costing \$1,000 or more)N/A				
34. Are any of these funds being used on Procure/Assistance agreements? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Type of Procure/Assistance Agreement				
Contractor/Recipient Name (if known)	Total Procure/Assistance Amount Under This Project		Percent Funded by EPA (If known)	
	Total \$ 0.00			
Part III - Funding Methods and Billing Instructions				
35. (Note: EPA Agency Location Code (ALC) - 68010727)				
<input checked="" type="checkbox"/> Disbursement Agreement	Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Office, Cincinnati, OH 45268-7002:			
<input checked="" type="checkbox"/> Repayment	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Upon Completion of Work			
<input type="checkbox"/> Advance	Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002.			
<input type="checkbox"/> Allocation Transfer-Out	Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hdqtrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460.			
36. <input type="checkbox"/> Reimbursement Agreement <input type="checkbox"/> Repayment <input type="checkbox"/> Advance				
<input type="checkbox"/> Allocation Transfer-In				
Other Agency's Billing Address (Include ALC or Station Symbol Number)			Other Agency's Billing Instructions and Frequency	
			Other Agency TAS	

Part IV - Acceptance Conditions		EPA Identification Number DW-96-95758301 - A
37. Terms and Conditions, when included, are located at the end of the 1610-1, or as an attachment.		
<p align="center">Part V - Offer and Acceptance</p> <p>Note: A) For Fund-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants and IA Management Division for Headquarters agreements or to the appropriate EPA Regional IA administration office within 3 calendar weeks after receipt or within any extension of time that may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance signature.</p> <p>Failure to return the properly executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency after the document is signed by the EPA Award Official, which the Award Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.</p> <p>B) For Funds-In actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IA administration office for signature on behalf of the EPA. EPA will return one original copy after acceptance returned to the other agency after acceptance.</p>		
EPA IA Administration Office (for administrative assistance)		EPA Program Office (for technical assistance)
38. Organization/Address U.S. Environmental Protection Agency IASSC West 1200 Sixth Avenue, Suite 900, OMP-173 Seattle, WA 98101	39. Organization/Address US Environmental Protection Agency R10 - Region 10 1200 Sixth Avenue, Suite 900 Seattle, WA 98101	
Award Official on Behalf of the Environment Protection Agency		
40. Digital signature applied by EPA Award Official FOR Melissa Wise - Manager - Interagency Agreements Unit Kathy Tsing-Choy - AO delegate		Date 04/23/2017
Authorizing Official on Behalf of the Other Agency		
41. Signature 	Typed Name and Title Ellen Brown, Env. Engr. acting for Pam Kromhultz	Date 4/24/17

Administrative Conditions

USACE Superfund Interagency Agreement Standard Terms and Conditions (HQUSACE and HQEPA OGC approved on 04/19/2017)

1. The U.S. Army Corps of Engineers (USACE) and the U.S. Environmental Protection Agency (EPA) agree that the following standard terms and conditions will be incorporated into and become a part of the Superfund Interagency Agreement (Superfund IA). This Superfund IA is also subject to and incorporates the terms of the Memorandum of Agreement between EPA and USACE for the USACE Execution of Superfund Work under P.L. 96-510, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as Amended (Superfund MOA) dated December 1, 2016. In case of conflict between the terms of the Superfund MOA and this Superfund IA, the terms of the Superfund MOA shall govern.

2. Interagency Agreement Modification or Renewal .
 - a. USACE will review this Superfund IA on regular intervals required by Department of Defense (DoD) Directives or Instructions, or any other governing laws or regulations, to ensure the scope and finances are adequate, and to comply with any new requirements for interagency support agreements. These reviews will be documented in the USACE project file.

 - b. This Superfund IA must be renewed or terminated within a period of no longer than seven (7) years (EPA duration policy), unless an EPA duration waiver is granted. In the event a Superfund IA duration waiver is granted, the Superfund IA must be renewed or terminated either nine (9) years (Department of Defense duration policy) from the date of Superfund MOA (December 1, 2016) or effective date of this Superfund IA, whichever is later. A renewal may ~~take the form of a modification to the Superfund IA if renewal provisions are included and both agencies agree to and execute the modification.~~

3. Termination Provision . EPA or USACE may terminate work under the Superfund IA with written notice to the other agency. EPA and USACE will have up to ninety (90) days after this notice to mutually agree to a date for the termination of the Superfund IA, which date may be no less than 180 days if the Statement of Work of this Superfund IA includes work that is performed under a contract issued by USACE and/or involves field work and the application of resources that must be significantly modified by USACE. In the event that either Agency chooses to terminate this Superfund IA, the terms of the Superfund MOA and this Superfund IA will govern which EPA and USACE obligations will survive the date of termination (e.g. funding liabilities, assistance with claims, records retention and accounting reporting). Additionally, the termination notice will outline mutually agreed upon obligations that will end (e.g., additional work at a specific point, and no new work).
 - a. If EPA terminates the Superfund IA, the USACE is authorized to collect costs incurred prior to the termination date of the Superfund IA plus termination costs, up to the total payment amount provided for under the agreement and subject to the terms of the Superfund MOA regarding funding obligations that survive the termination.

 - b. Sufficient Progress. EPA expressly reserves the right to terminate this Superfund IA for failure to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the Statement of Work, the time remaining for performance, and/or the availability of funds necessary to complete performance. In exercising this right to terminate, EPA will follow the procedures for terminating the Superfund IA provided in these Special Terms and Conditions.

4. **Financial Management and Recordkeeping** . USACE agrees to meet the site-specific financial management and recordkeeping responsibilities contained in EPA's "Superfund Financial Management and Recordkeeping Guidance for Federal Agencies", (January 1989), except to the extent it is inconsistent with the Corps of Engineers Financial Management System and USACE governing regulations or the Department of Defense Financial Management Regulation, DoD 7000.14-R.
5. **Cost Documentation Requirements** . EPA, acting as manager of the Hazardous Substances Superfund, requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorizes EPA to recover from responsible parties all government costs incurred during a response action . In order to help assure oversight and successful recovery of CERCLA funds, both USACE and EPA have responsibilities under this agreement. The USACE accounting system reports must be supported by site - and activity-specific cost documentation. The USACE will organize and retain in a site file documentation of costs by site and activity (e.g. vouchers, billing statements, evidence of payment, audit reports) as follows:

- a. **Direct Costs**

Payroll - timesheets or timecards to support hours charged to a particular site , including the signature of the employee and/or the employee's supervisor.

Travel - travel authorizations (including purpose of trip), local travel vouchers, traveler's reimbursement vouchers, carrier bills (including airline tickets), government owned vehicle bills, appropriate receipts for hotel, car rental, etc., proof of payment. Proof of payment is satisfied by providing a copy of the accomplished Standard Form (SF) 1166 "Voucher and Schedule of Payment" or equivalent.

Contractor Services - copies of contracts, requests for proposals (RFPs), detailed evaluations of contractor bids, contractor invoices, USACE project officer approvals of invoices, and proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF 1166 or equivalent.

Supplies and Equipment - EPA authorizations to purchase non-expendable property of \$1,000 or more, vendor invoices, proof of payment, and hourly records of equipment use, when applicable.

Any other direct costs not included in the above categories.

- b. **Indirect Costs**

If indirect costs are not calculated by the USACE accounting system, a worksheet showing calculations of indirect costs charged to a site will be retained by the USACE .

Under this Superfund IA, the USACE certifies: 1) that any indirect costs included in billings to EPA represent, in accordance with GAO principles, indirect costs that would not have been otherwise incurred by the USACE, or 2) that explicit Congressional authority exists for charging other than incremental costs of performance .

6. **Reporting Requirements**

- a. EPA regions and staff who are developing the Superfund IA should consider the anticipated project scope, schedule and costs, and discuss with the performing agency the appropriate level of detail for monthly reports, and agree on the content and format. EPA will use these reports as a tool to monitor site activities .

b. The USACE will provide monthly progress reports to the EPA Project Officer and to the EPA Remedial Project Manager (RPM). The format and contents for monthly progress reports will follow recommendations provided in EPA's March 2008 OSRTI guidance memorandum entitled: "Monthly Project Reporting for Superfund Interagency Agreements to the U.S. Army Corps of Engineers". The monthly progress reports should minimally contain the following:

- i. A cover letter which includes the Site name and IA Number.
- ii. Summary of work performed for current period.
- iii. Estimate of the percentage of the project completed.
- iv. Accounting of funds expended during the reporting period and on the project to date, which includes budget category cost breakdown.
- v. Summaries of all change orders and claims made on contracts during the reporting period.
- vi. Summaries of all contacts with representatives of the local community, public interest groups, or State government during the reporting period.
- vii. Summaries of all problems or potential problems encountered during the reporting period.
- viii. Projected work for the next reporting period.
- ix. Copy of the SF 1080 billings statement clearly marked "copy".

c. The USACE will submit a complete and signed Request for Reimbursement (SF-1080) to the EPA Financial Management Center, Cincinnati (CFMC), containing, as appropriate, USACE cost by budget category identified by site, site-specific account number, and IA number. The USACE will follow the procedures contained in EPA's OERR Directive, Memorandum 9295.2-04 entitled "EPA/U.S. Army Corps of Engineers Payment Process, Direct Cite Revised Reimbursement Methods" (available at the following website: <https://semspub.epa.gov/work/HQ/174048.pdf>). Upon receipt of the USACE certified bills, CFMC processes payment to USACE. Payment will be made within 5 days of receipt and ~~without certification by the EPA Regional Program Office except for final billings.~~ The USACE Project Manager will provide one copy of the SF 1080 billings clearly marked "copy" with the monthly status report to the EPA Project Officer and one copy to the EPA RPM. If EPA detects any apparent discrepancies with the payment request, the problem should be discussed and resolved with the USACE Project Manager. Any changes required to subsequent payment requests will be documented in a memorandum from the EPA Project Officer to the USACE Project Manager.

7. **Cost Recovery.** In the event of a contemplated cost recovery action, the USACE will provide to EPA or the Department of Justice (DOJ) a cost documentation package detailing site-specific costs and including copies of the backup documentation. In some cases, these requests from EPA or DOJ may require that this documentation be provided in less than thirty days. If additional time is required to comply with a request, the USACE will negotiate with EPA or DOJ a schedule for responding. The USACE will provide EPA with a contact for obtaining necessary site-specific accounting information and documentation.
8. **Record Retention Requirements.** The USACE will retain the documents described in these "Standard Terms and Conditions" for a minimum of thirty (30) years after submission of a final SF 1080 for a site or sites, after which USACE must notify the authorized EPA official before disposing of any of the records. After receipt of this notice, EPA may request that the records be transferred to the EPA or submitted to a designated Federal Records Center for retention as an EPA record. USACE will provide the records to EPA or the Federal Records Center if requested by EPA, or may manage the records in accordance with USACE and/or Army records management requirements, including disposal as appropriate, if EPA does not request the transfer of the records as provided herein. The USACE will require all contractors entering into cost reimbursable type contracts to establish and maintain cost documentation as described above.

9. Audits.

- a. Superfund cost documentation information must be available for audit or verification upon request of authorized auditing agencies.
- b. If an audit determines that any direct or indirect costs charged to EPA by the USACE are not within the scope of the Superfund IA, the USACE will notify EPA immediately following the release of the audit.

10. Final Inspection and Certification . The EPA RPM and Project Officer will participate in the final project inspection, as deemed necessary, to ensure all activities identified in the statement of work have been implemented. At project completion, the EPA RPM and Project Officer will review the final monthly and financial reports provided by USACE . If appropriate, EPA will initiate the closeout process.

11. Financial Closeout . Within six (6) months after completion of the projects/activities within the scope of the Superfund IA, the USACE will send a letter to the EPA RPM and Project Officer stating that the project has been completed and provide a financial summary including :

- the total amount of the funds utilized
- the amount of excess funds, if any; and
- a summary of any pending fiscal needs for follow on actions related to the Superfund IA such as records holdings or audits , and claims or liabilities that are known at the time .

EPA and USACE will agree upon the amount to be deobligated and returned to EPA and, if needed, any funds that will remain on the IA for follow on actions known at the time of the closeout . The terms of the MOA will govern financial responsibilities of the EPA for costs incurred by USACE related to the Superfund IA after closeout.

12. Other EPA Involvement .

- a. If the Direct Fund Cite Method applies, payment by EPA to USACE contractors is contingent upon receipt of a USACE certified payment request. Reimbursement to USACE for in-house costs is contingent upon receipt of a USACE certified reimbursement request (SF 1080).
- b. If the Direct Fund Cite Method does not apply, reimbursement to USACE for all costs (contract and in-house) is contingent upon receipt of a USACE certified reimbursement request (SF 1080).
- c. Final project payments for specific contracts and in-house costs should be reviewed by the EPA RPM and Project Officer. If EPA questions any cost incurred by USACE, the terms of the MOA shall govern EPA's obligation to pay, as long as the payment is for costs that are within the scope of the Superfund IA.

13. Procurement . If this Superfund IA includes assisted acquisitions , EPA will coordinate with the performing agency prior to issuance of a contract solicitation , request for proposals under an existing contract or issuing a task order under an existing contract , to ensure that any applicable agency-specific terms and conditions are incorporated into the contract and that the statement of work is within the scope of this Superfund IA.

14. Equipment Inventory and Disposition . All property acquired under the Superfund IA shall be owned by the United States and under the accountability of the EPA.

a. The USACE will provide a final inventory of property acquired by or furnished to USACE contractors with EPA funds, one month prior to the end of the USACE contract, describing the condition of each item. The USACE will require all contractors to provide a final inventory of property prior to their final contract payment. If the duration of the project is greater than one year, USACE will provide an annual inventory of all property acquired by or furnished to USACE contractors with EPA funds.

b. If the property is no longer needed for the project or upon termination of the Superfund IA, EPA will provide the USACE with property disposition instructions and receive fair -market value for any property disposed of or used for non-Superfund activities. The costs incurred by USACE related to disposition of this property will be reimbursed by EPA.

15. **Minority Business Utilization** . In accordance with Public Law 102-389, EPA's policy requires, to the fullest extent possible, that at least 8% of its overall Federal funding for prime and subcontracts awarded in support of authorized programs be awarded to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals , including historically black colleges and women . In accordance with CERCLA, Public Law 99-499, Section 105, any Federal agency awarding contracts, grants, or cooperative agreements utilizing Superfund monies shall consider the availability of minority contractors for participation in contracts. This includes, but is not limited to: contracts, subcontracts, SBA 8(a) awards and any subagreements.

Consistent with the above statutes and policy, the USACE agrees, in awarding contracts under this Superfund IA, to comply with the utilization requirements for Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) set forth herein, to the extent consistent with requirements that apply to USACE Contracting Officers. USACE also agrees to comply with the Small Business Act, 15 U.S.C. 631 et seq., and the annual small business goals it negotiated with the Small Business Administration (SBA). All reporting on MBE/WBE and small business accomplishments will be made through the existing Federal contracting reporting mechanism , currently the "Federal Procurement Data System - Next Generation" (FPDS-NG), which is available at <https://www.fpds.gov/fpdsng/cms/> .

16. **Project Specific Conditions** .

a. The USACE will invite, with reasonable notice, the EPA RPM to participate in contractor meetings in which the scope of the project and/or progress is discussed.

b. The USACE will invite the EPA RPM to participate in the contractor selection process , as appropriate, and in compliance with applicable laws and regulations . The EPA RPM will comply with all applicable requirements concerning a contractor selection process .

c. The USACE will have final authority for contract bids , shop drawings and contract modifications that may occur/be prepared during the course of the contract (within contingency fund limitations).

d. The USACE Project Manager will regularly brief the EPA RPM on the current status of the project. Briefings will be monthly, unless a different frequency is mutually agreed upon by both project managers. Emphasis will be placed on project budget, expenditure rates, and schedule.

e. The USACE personnel and its contractors will have the appropriate safety training and be involved as appropriate in a medical monitoring program as specified in 29 CFR Part 1910 and 51 CFR 45663-45675.

f. All project deliverables will be reviewed by appropriate USACE and EPA RPM and Project Officer within 30 days unless a different frequency is mutually agreed upon by both USACE and EPA. Shortened time frames may be appropriate in cases of expedited schedules.

g. Upon request, the USACE will, in a timely manner, submit to the EPA RPM and Project Officer all final negotiated contracts and contract modifications with budget information.

h. Under situations where private contractors or subcontractors who are attempting to contract or are under contract with USACE under this Superfund IA have claimed some information as Confidential Business Information (CBI) or subject to the Trade Secrets Act or otherwise privileged or confidential, USACE will ensure that such private contractors or subcontractors mark the information as CBI or similar claim of confidentiality. The USACE will then inform EPA immediately in writing when such a claim has been received. The USACE Contracting Officer will determine if the contractor's claim of confidentiality is recognizable for Federal purposes. EPA may submit their views on this matter to the Contracting Officer for consideration. If USACE or EPA receives a request for the release of information claimed to be confidential, including a request under the Freedom of Information Act, USACE will apply its regulations and procedures for determining if the information can be released, including notifying the contractor or subcontractor as appropriate. EPA will transfer any requests for release of such information to USACE for determination, unless the information was required to be officially submitted directly to EPA, in which case the authority to render a decision on the release of the information will reside with EPA officials.

i. If the EPA RPM or Project Officer changes during the period of performance of the Superfund IA, EPA will notify USACE and submit a Superfund IA amendment with the new information as soon as possible after the change occurs.

On an annual basis, EPA will conduct a performance feedback survey, fully coordinated with USACE, to assess work assigned to USACE through the Superfund IA during the calendar year. The purpose of this feedback survey is to assess the performance of USACE in carrying out assigned Superfund work during the calendar year. The survey includes survey questions that would be filled out by the RPM regarding USACE performance under the Superfund IA.

17. **Resolution of Disagreements**. Any disputes between EPA and USACE regarding any activities conducted under this Superfund IA shall be governed by the terms of the Superfund MOA.

18. **Quality Assurance**. If this Superfund IA involves the collection, generation, or use of environmental data or information, then a Quality Management Plan (QMP) and a plan that complies with the Uniform Federal Policy for Quality Assurance Project Plans (UFP-QAPP) must be developed and used in accordance with existing Regional and National Program Office QA policies, guidelines, SOPs, etc. Within these broad QM/QA guidelines, specific requirements for a given project will be detailed in the Statement of Work (SOW) as an attachment to each Superfund IA. If mutually agreed, QMPs may address multiple projects and be submitted periodically, rather than project specifically. The USACE is responsible for reviewing and approving any contractor work for consistency with these QA requirements. Any guidance referenced herein will be superseded by updates or new Requirements/Guidance as they become available. EPA may perform periodic Quality System and/or project related assessments. The most recent QMP and QAPP Guidance and Requirements can be found at: <https://www.epa.gov/quality>.

19. **Lab Certification Requirements**. It is required that any environmental laboratory utilized by the USACE shall be currently certified or accredited for the matrix and analysis which are to be

conducted for any work performed pursuant to this Superfund IA, by one of the following accreditation/certification programs: National Environmental Laboratory Accreditation Program (NELAP), American Association for Laboratory Accreditation (AALA), a current certification issued by a program conducted, or approved, by a State and acceptable to EPA, or the contracted laboratory is currently participating in the EPA Contract Laboratory Program.

20. **Electronic Data Deliverables** . USACE will provide electronic submittal of sampling and geologic data in accordance with the EPA Region policies, guidelines, and formats. The USACE is responsible for reviewing and approving any USACE contractor work for consistency with Regional Electronic Data Deliverable (EDD) requirements. The Region's EDD Guidance and Requirements includes instruction manuals and data submission and validation files . The most recent EDD Guidance and Requirements can be found at:
<https://wcms.epa.gov/superfund/region-2-superfund-electronic-data-submission>.
21. **Green Remediation Requirements** . The USACE shall use technologies and practices that are sustainable in accordance with EPA Region Clean and Green policies found at <https://www.epa.gov/greenercleanups/regional-and-state-implementation-greener-cleanups>. At the direction of the EPA RPM or EPA Project Officer, the USACE shall incorporate requirements for the appropriate practices into the terms of its contracts consistent with the EPA Regional Clean and Green policy. The USACE shall report on the use of these technologies and practices, including the associated quantities of materials reduced, reused, or recycled as a direct result of these practices, for all remedial activities conducted under this Superfund IA within an agreed upon format and frequency (for example, in the monthly status report submission).
22. **Restrictions on FY 12 and Later Funding for Corporations with Unpaid Federal Tax Liabilities and Felony Convictions** (for funds-out awards with funds in procurement /assistance) . This Superfund IA obligates and transfers or advances EPA funds appropriated under Public Law 113-235 (the Consolidated and Further Continuing Appropriations Act, 2015) or previous Appropriation Acts (including FY 12, FY 13, and FY 14). These Acts provide that none of the funds made available may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation that:
 - a. Was convicted of a Felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government; or,
 - b. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

Accordingly, by accepting the award of this Superfund IA, the USACE agrees that it will comply with and implement these prohibitions for any contract, assistance agreement, loan, loan guarantee or other instrument with any corporation that will be funded with funds provided under this Superfund IA. Non-compliance with these provisions may implicate the Antideficiency Act . The USACE will forward to the EPA, within 45 days, any determination and documentation supporting a contract award where suspension and debarment are considered by the USACE.

23. **Inherently Governmental** . In accordance with FAR 7.503(c)&(d), funding provided by EPA and placed on service contracts cannot be used for project(s) which would constitute inherently governmental functions. In addition, the USACE shall not utilize EPA funds on USACE service contracts for any contractor activities to be performed that are inherently governmental, exempt

from private sector performance, or that are so closely associated as to approach inherently governmental because of the nature of the function, the manner in which the contractor performs the contract, or the manner in which the Government administers contractor performance.

Programmatic Conditions

See above

END OF DOCUMENT

EPA SUPERFUND PROGRAM AMENDMENT

Funding Increase and Updates All Terms & Conditions

(Use EPA Source Appropriation 68-68X8145 for Funding Amount)

To: Seattle District
Attn: CENWS-PM-EM (Pam Kromholtz)

EPA IAG No. DW96957583-01-A	
P2 Project Name: ESO DW96957583-000	
Date: 23 April 2017	EPA Region 10 Seattle
Site Name: Harbor Island, WA	
Site ID Number: WAD980722839	
CCSC: B2C – Hazardous Waste Enforcement Support - General	
Management Structure Code (CWIS): 010583	Command Indicator Code: 99EPA

Direct Fund Cite (Contract) Funding (68X8145):

Previous Amount:	0.00
Amount of Funding:	0.00
Revised Amount	0.00

Revised Reimbursable Funding (96X3122):

Previous Amount:	620,000.00
Amount of Funding: (EPA Source Appropriation 68-68X8145)	152,000.00
Revised Amount	620,000.00

Total Funding	772,000.00
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Expiration Date: 02/28/2018

PIF Information POC:

Maureen P. Smith

maureen.p.smith@usace.army.mil
Phone: (402) 697-2581

CF:
CENWD-PDM (D. Kobler/M. Johansen)